



County of Los Angeles
CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

August 14, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**PARTICIPATION IN CLEAN-UP EFFORTS AT
OMEGA CHEMICAL SUPERFUND SITE
(ALL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the execution of two amendments to the Consent Decree executed with the United States Environmental Protection Agency pertaining to the Omega Waste Disposal Site in Whittier to expand the scope of remediation activities and to increase the number of responsible and participating parties.
2. Authorize the execution of an Environmental Remediation Trust Agreement to provide for the administration of funds that are collected and disbursed for the completion of remediation activities required at the Omega Waste Disposal Site under the Consent Decree.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow a lower percentage of waste to be attributed to the County and reduce the County's exposure to current and future remediation costs and provide a more structured mechanism to account for the funding and payment of such costs relative to the Omega Waste Disposal Site (Omega Site).

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Background

The Omega Site is located at 12504 and 12512 Whittier Boulevard, in the City of Whittier. It was owned and operated, from 1976 to 1991, by the former Omega Chemical Corporation as a solvent and refrigerant recycling and treatment facility. In 1995, the United State Environmental Protection Agency (USEPA) issued a Unilateral Administrative Order (UAO) which required the removal of approximately 2,700 drums of chemical materials stored on-site, removal of grossly contaminated soil, and collection of subsurface soil and groundwater samples. In 1999, the USEPA concluded that the Omega Site posed a threat to human health and the environment and placed the site on the National Priorities List (NPL) of Superfund Sites.

A review of operational documents from the site determined that ten County departments, along with over 75 other private corporations and public agencies/jurisdictions, utilized the Omega site to dispose of hazardous material during its period of operation. In 2001, your Board authorized the County to execute the Consent Decree with the USEPA and to undertake the remediation of the Omega Site with the other Potentially Responsible Parties (PRP). Under the Consent Decree, the PRP group is obligated to perform three major tasks:

- Performance of a groundwater Engineering Evaluation/Cost Analysis (EE/CA) to evaluate the nature and extent of groundwater contamination at and from the Omega Site and to design and implement a groundwater containment and treatment system for the site;
- Implementation of a Remedial Investigation/Feasibility Study (RI/FS) for contaminant releases on or emanating from the Omega Site; and
- Installation of three sentinel groundwater monitoring wells and quarterly sampling for one year.

To date, investigations of the soil, soil vapors, and groundwater are underway and the installation of an interim pump and treatment system has been completed. It is anticipated that the RI/FS will be submitted to the USEPA for approval by the end of the year. Once approved, implementation of the soil and soil vapor remediation plan will be subject to a future amendment to the Consent Decree.

Proposed Consent Decree Amendments

The recommended First Amendment to the Consent Decree will address the indoor air vapor contamination at a previously existing building at the Omega Site through an expansion of the scope under the Consent Decree. To address the indoor air vapor contamination problem, the building has been demolished.

The Second Amendment to the Consent Decree will expand the number of responsible parties that are subject to the Consent Decree. At the time of the Consent Decree's execution in 2000, the County was one of 50 PRPs and the amount of waste attributed to the County was set at approximately 1.5 percent, based on the total number of PRPs and the amount of waste that each PRP contributed to the Omega Site. Subsequent USEPA and PRP Group investigations have identified additional PRPs that should be included in the clean-up effort, some of whom have signed on to the Consent Decree. The allocation of the County has been revised and is currently set to approximately 1.24%. The County's allocation could be reduced further if additional PRPs are identified and added to the Consent Decree.

The execution of an Environmental Remediation Trust Agreement is recommended to provide a more structured mechanism to account for the collection of funds from PRPs and their disbursement for payment of investigation and remediation activities. The Trust Agreement will be managed by a fiduciary steering committee previously selected by the PRP Group.

Approval of the recommended actions will also ensure the County's continued compliance with the Department of Justice's enforcement of the USEPA's Consent Decree and maintain our participation in the PRP Group. As a participant in the PRP Group, the County shares remediation costs with over 75 PRPs and ongoing settlements between the PRP Group and third parties rather than facing exposure as a single entity with joint and several liability.

Implementation of Strategic Plan Goals

These actions are consistent with the County Strategic Plan goals of improving the well-being of children and families and increasing public safety for residents of Los Angeles County. The coordinated site remediation activities which are the subject of the Consent Decree will lead to a reduction in potential exposure to hazardous materials for County residents.

FISCAL IMPACT/FINANCING

In July 2000, your Board authorized funding in the amount of \$165,000 from the Judgments and Damages Budget for participation in the clean-up. This amount represented the County's approximate 1.5 percent share of the amount estimated at the time to be the PRP Group costs related to performance of the remediation under the Scope of Work plus a 10 percent contingency.

The total clean-up costs under the Consent Decree were estimated to be approximately \$10 million in July 2000. Based on current estimates, it has been determined that this amount will not fully fund the cost of remediation for which the PRP Group will be responsible over the life of the current Consent Decree. The PRP Group currently estimates that if the clean-up requires regional groundwater remediation, costs could reach approximately \$101 million. Since the County has been allocated with approximately 1.24% of the total clean-up costs, the total County share could surpass approximately \$1.24 million based on current site estimates. However, because further work and studies are needed to determine an accurate estimate, the County's future share of costs is yet to be determined.

The County has been invoiced approximately \$109,000 and has paid approximately \$49,000 to-date. The remaining costs have been funded by settlements received by the PRP Group from third parties. No additional funds are requested at this time. The PRP Group expects to request additional contributions from the settling PRPs to fund remaining activities under the current Consent Decree.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed the amendments and concurs with the recommendations. The Amendments and Trust Agreement have been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The EPA's review process under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) includes an analysis of environmental impacts and alternatives that are germane to the process under the California Environmental Quality Act (CEQA). CERCLA provides that "No Federal, State or local permit shall be required for the portion of any removal or remedial action conducted entirely onsite". The PRP Group affirms that it is in compliance with State environmental review requirements associated with the site remediation.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The requested actions described above are not anticipated to impact current services.

The Honorable Board of Supervisors
August 14, 2007
Page 5

CONCLUSION

Upon approval of the recommendation, please return an adopted copy of this letter to the Chief Executive Office and County Counsel and two signed copies of the Amendments and Trust Agreement to the Chief Executive Office (Capital Projects Division).

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DL:JSE
DJT:HC:zu

Attachments (3)

c: County Counsel
Auditor-Controller

1 SUE ELLEN WOOLDRIDGE
Assistant Attorney General
2 United States Department of Justice
Environment and Natural Resources Division

3 KARL FINGERHOOD
4 Trial Attorney
United States Department of Justice
5 Environment and Natural Resources Division
P.O. Box 7611
6 Washington, DC 20044-7611
Telephone: (202) 514-7519
7 Facsimile: (202) 514-2583

8
9 **IN THE UNITED STATES DISTRICT COURT**
10 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
11 **WESTERN DIVISION**

12 UNITED STATES OF AMERICA,
13
14 Plaintiff,

15 v.

16 ABEX AEROSPACE DIVISION
and PNEUMO-ABEX
17 CORPORATION; AIR PRODUCTS
AND CHEMICALS, INC.; ALCOA
18 INC.; ALLIEDSIGNAL, INC. (now
known as HONEYWELL
19 INTERNATIONAL, INC.); ALPHA
THERAPEUTIC CORPORATION;
20 APPLIED MICRO CIRCUITS
CORPORATION; APPROPRIATE
TECHNOLOGIES II, INC.;
21 ARLON ADHESIVES & FILM;
ARMOR ALL PRODUCTS
22 CORPORATION; AVERY
DENNISON CORPORATION;
23 BASF CORPORATION; BAXTER
HEALTHCARE CORPORATION;
24 BOEING NORTH AMERICA,
INC.; BONANZA ALUMINUM
25 CORP.; BORDEN, INC.; BOURNS,
INC.; BROADWAY STORES,
26 INC.; CALIFORNIA DEPT. OF
TRANSPORTATION; CALSONIC
27 CLIMATE CONTROL, INC. (now
known as CALSONIC NORTH
28 AMERICA, INC.); CANON

CASE NO. 2:00-cv-12471-TJH-JWJx

**FIRST AMENDMENT TO
CONSENT DECREE**

1 BUSINESS MACHINES, INC.;
INTERNATIONAL PAPER
2 COMPANY; WASTE
MANAGEMENT, INC.; UNITED
3 DOMINION INDUSTRIES; CITY
OF LOS ANGELES,
4 DEPARTMENT OF AIRPORTS;
CITY OF SANTA MARIA;
5 COUNTY OF LOS ANGELES;
CROSBY & OVERTON, INC.;
6 DATATRONICS ROMOLAND,
INC.; DEUTSCHENGINEERED
7 CONNECTING
DEVICES/DEUTSCH GAV;
8 DISNEYLAND CENTRAL
PLANT; DOW CHEMICAL
9 COMPANY; FHL GROUP;
FIRMENICH INCORPORATED;
10 FORENCO, INC.; GAMBRO, INC.;
GATX TERMINALS
11 CORPORATION; GENERAL
DYNAMICS CORPORATION;
12 GEORGE INDUSTRIES; GOLDEN
WEST REFINING COMPANY;
13 GREAT WESTERN CHEMICAL
COMPANY; GSF ENERGY, L.L.C.
14 (successor to GSF ENERGY, INC.);
GULFSTREAM AEROSPACE
15 CORPORATION; HEXCEL
CORPORATION; HILTON
16 HOTELS CORPORATION;
HITACHI HOME ELECTRONICS
17 (AMERICA), INC.; BP AMERICA
INC.; HONEYWELL
18 INTERNATIONAL INC.; HUBBEL
INC.; HUCK MANUFACTURING
19 COMPANY (by its former parent
Federal Mogul Corporation);
20 HUGHES SPACE AND
COMMUNICATIONS COMPANY;
21 HUNTINGTON PARK RUBBER
STAMP COMPANY;
22 INTERNATIONAL RECTIFIER
CORPORATION; JAN-KENS
23 ENAMELING COMPANY; JOHNS
MANVILLE INTERNATIONAL,
24 INC.; K.C. PHOTO ENGRAVING
CO.; KESTER SOLDER DIVISION,
25 LITTON SYSTEMS, INC.;
KIMBERLY CLARK
26 WORLDWIDE, INC.; KOLMAR
LABORATORIES, INC.; LOS
27 ANGELES COUNTY
METROPOLITAN
28 TRANSPORTATION

1 AUTHORITY; LOMA LINDA
2 UNIVERSITY; BRITISH ALCAN
3 ALUMINUM, P.L.C.; MATTEL,
4 INC.; MAXWELL
5 TECHNOLOGIES, INC.; THE
6 MAY DEPARTMENT STORES
7 COMPANY; McDONNELL
8 DOUGLAS CORPORATION a
9 wholly owned subsidiary of the
10 BOEING COMPANY; MEDEVA
11 PHARMACEUTICALS CA, INC.
12 (f/k/as MD PHARMACEUTICAL
13 INC.); METROPOLITAN WATER
14 DISTRICT OF SOUTHERN
15 CALIFORNIA; MICO INC.;
16 MINNESOTA MINING AND
17 MANUFACTURING COMPANY;
18 QUALITY CARRIERS INC. (f/k/a
19 MONTGOMERY TANK LINES,
20 INC.); NI INDUSTRIES (a division
21 of TRIMAS, a wholly owned
22 subsidiary of MASCO TECH); NMB
23 TECHNOLOGIES CORP.; OHLINE
24 CORP.; OJAI MANUFACTURING
25 TECHNOLOGY, INC.; SIEMENS
26 MEDICAL SYSTEMS, INC.;
27 PACIFIC BELL TELEPHONE
28 COMPANY; PACIFIC GAS &
ELECTRIC CO.; PIONEER VIDEO
MANUFACTURING INC.;
PRINTED CIRCUITS
UNLIMITED; NELLCOR
PURTIAN-BENNETT; LONZA
INC.; QUEST DIAGNOSTICS
CLINICAL LABORATORIES, INC.
(f/k/a BIO SCIENCE
ENTERPRISES); RATHON CORP.
(f/k/a DIVERSEY CORP.);
RAYTHEON COMPANY;
REGENTS OF THE UNIVERSITY
OF CALIFORNIA; REICHHOLD
INC.; REMET CORPORATION;
RESINART CORP.; ROBINSON
PREZIOSO INC.; ROGERS
CORPORATION; SAFETY-KLEEN
SYSTEMS, INC. (f/k/a SAFETY-
KLEEN CORP.); SCRIPTO TOKAI
CORPORATION; SHELL OIL
COMPANY; THE SHERWIN-
WILLIAMS COMPANY; SIGMA
CASTING CORPORATION (now
known as HOWMET ALUMINUM
CASTING, INC.); SIGNET
ARMORLITE, INC.; SOUTHERN
CALIFORNIA EDISON CO.;

1 SOUTHERN PACIFIC
2 TRANSPORTATION CO. (now
3 known as UNION PACIFIC
4 RAILROAD COMPANY);
5 HARSCO CORPORATION; BHP
6 COATED STEEL CORP.;
7 TELEDYNE INDUSTRIES INC.;
8 TELEDYNE TECHNOLOGIES
9 INCORPORATED; TENSION
10 ENVELOPE CORP.; TEXACO
11 INC.; TEXAS INSTRUMENTS
12 TUCSON CORPORATION (f/k/a
13 BURR-BROWN CORP.); TITAN
14 CORPORATION; TODD PACIFIC
15 SHIPYARDS; TREASURE CHEST;
16 PACIFIC PRECISION METALS,
17 INC.; UNION OIL COMPANY OF
18 CALIFORNIA; UNITED PARCEL
SERVICE, INC.; UNIVERSAL
CITY STUDIOS, INC.; VAN
WATERS & ROGERS INC. and
VOPAK DISTRIBUTION
AMERICAS CORPORATION (f/k/a
UNIVAR CORPORATION);
VERTEX MICROWAVE
PRODUCTS, INC. (f/k/a GAMMA-
F CORP.); WALT DISNEY
PICTURES AND TELEVISION;
WARNER-LAMBERT COMPANY;
WEBER AIRCRAFT; WESTERN
METAL DECORATING CO.;
YORK INTERNATIONAL
CORPORATION; YORT INC. (f/k/a
TROY LIGHTING, INC. TIFFANY
DIVISION);

Defendants.

FIRST AMENDMENT TO CONSENT DECREE

I. BACKGROUND

A. On November 24, 2000, the United States lodged a proposed Consent Decree ("Consent Decree") pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq. with the Court in the above-referenced matter. Notice of the proposed Consent Decree was published in the Federal Register on December 14, 2000. No

1 comments were received in response to the Federal Register notice and on February
2 23, 2001, the Court entered an Order approving the Consent Decree. Except as
3 expressly set forth herein, the defined terms in the Consent Decree retain their
4 meanings in this First Amendment to Consent Decree (“First Amendment”).

5 Pursuant to the Consent Decree, the Settling Defendants agreed to perform certain
6 work at the Omega Chemical Superfund Site (“Site”) and reimburse the United
7 States for Past Response Costs and Oversight Costs. The Settling Work Defendants
8 to the Consent Decree were to perform certain Work at the Omega Site pursuant to
9 the Consent Decree, including conducting an Engineering Evaluation/Cost Analysis
10 (“EE/CA”); implementing a response action within the Phase 1a Area as selected
11 by the United States Environmental Protection Agency (“EPA”); implement a soils
12 Remedial Investigation/Feasibility Study (“RI/FS”) for contamination within the
13 vadose zone within the Phase 1a Area; and install certain groundwater monitoring
14 wells as required by the Statement of Work incorporated into the Consent Decree.

15 B. Skateland is an indoor roller rink, located at 12520 Whittier Boulevard
16 in Whittier, California. EPA has detected volatile organic compounds (“VOCs”),
17 such as tetrachloroethene (“PCE”) trichloroethene (“TCE”), 1,1-dichloroethene
18 (“1,1-DCE”), Freon 11 and Freon 113, inside Skateland. The maximum PCE
19 concentration detected for sampling events inside the Skateland building was 1100
20 micrograms per cubic meter (ug/m^3), which is higher than EPA’s screening range of
21 $0.9\text{-}90 \text{ ug}/\text{m}^3$ for long term occupational exposure. Interim mitigation measures
22 were employed after this sampling event and PCE concentrations declined in
23 subsequent sampling events; the most recent PCE concentrations still exceed EPA’s
24 screening range for long term occupational exposure. All other contaminant levels
25 did not significantly decline from the initial sampling event. The legal description
26 of the Skateland property is as follows: The Northwesterly 200 feet (measured at
27 right angles to the Northwesterly line thereof) of Lots 1 and 2 of Tract No. 13486,
28

1 in the City of Whittier, in the County of Los Angeles, State of California, as per
2 Map recorded in Book 312 pages 16, 17, and 18 of Maps, in the office of the
3 County Recorder of said County, A.P.N. No: 8170-029-024, also known as 12520
4 Whittier Boulevard, Whittier, California.

5 C. The Consent Decree did not address indoor air impacts at the
6 Skateland facility, which lies partially outside of the Phase 1a Area, believed to be
7 caused in part by vapor intrusion from the Omega Site. This First Amendment
8 governs a new response action (the "Skateland Response Action," as hereinafter
9 defined) distinct from the existing work under the Consent Decree. The Skateland
10 Response Action shall commence pursuant to the Supplemental Statement of Work
11 ("SSOW"), which is Attachment A to this First Amendment, in accordance with the
12 timetable therein.

13 D. On December 3, 2004, EPA issued an Administrative Order Directing
14 Compliance with Request for Access (EPA Region 9 CERCLA Docket No. 2005-3)
15 to the owners of the Skateland property (the "Access Order"). This Access Order
16 remains in effect to authorize access to Skateland by EPA and the Settling Work
17 Defendants. On August 3, 2004, the tenant on the Skateland property signed a
18 Voluntary Consent for Access to Property authorizing EPA and Settling Work
19 Defendants to access Skateland to undertake response actions (the "Voluntary
20 Consent").

21 E. The Skateland Response Action is a new and separate response action
22 from the ongoing response actions at the Omega Site and supplements the ongoing
23 response actions at the Omega Site. EPA believes that it is important to begin the
24 work under the SSOW as soon as possible. The SSOW sets forth the response
25 activities the Settling Work Defendants have agreed to perform as part of the
26 Skateland Response Action.

1 F. The Parties desire to expand their respective obligations under the
2 Consent Decree to add the Skateland Response Action and to incorporate those
3 responsibilities into this First Amendment. In order to begin the Skateland
4 Response Action without delay, the Settling Work Defendants have agreed to begin
5 SSOW work before the close of the public comment period and before Court
6 approval of this First Amendment, provided the conditions noted herein are
7 satisfied.

8 G. The Parties recognize, and the Court by entering this First Amendment
9 finds, that this First Amendment has been negotiated by the Parties in good faith,
10 that implementation of this First Amendment will avoid prolonged and complicated
11 litigation between the Parties, expedite the mitigation of the Skateland facility, and
12 that this First Amendment is fair, reasonable, and in the public interest. All
13 attachments to this First Amendment are made an enforceable part hereof.

14 **THEREFORE, it is ORDERED, ADJUDGED, AND DECREED:**

15 1. Except as specifically provided in this First Amendment, all provisions
16 and requirements of the original Consent Decree shall be in full force and effect.
17 The Parties agree that all such provisions remain fully enforceable notwithstanding
18 this First Amendment.

19 2. The definition of "Consent Decree" on page 6 of the Consent Decree is
20 amended to mean "the Consent Decree and all appendices attached thereto, as
21 modified by the First Amendment and all attachments thereto." In the event of a
22 conflict between the Consent Decree, including any appendix thereof, and this First
23 Amendment, including any attachment hereto, this First Amendment shall control.
24 In the event of a conflict between this First Amendment and any attachment hereto,
25 the First Amendment shall control.

26 3. The Consent Decree is amended to add the following definition:
27 "'Agreement in Principle' shall mean the date the Settling Work Defendants agree
28

1 upon the terms of the proposed First Amendment and associated SSOW as
2 indicated by a favorable vote of the Settling Work Defendants in accordance with
3 agreements governing their relationships.” Such vote will be conducted as soon as
4 reasonably possible under the agreements governing their relationships once the
5 duly authorized representatives of the Settling Work Defendants have documented
6 their agreement in writing with the terms of the proposed First Amendment and
7 associated SSOW. The vote shall be taken among the Settling Work Defendants
8 and the results communicated to EPA in writing as soon as reasonably practicable,
9 but in no event later than 14 days after the date the duly authorized representatives
10 of the Settling Work Defendants indicated their agreement with the terms of the
11 proposed First Amendment and associated SSOW in writing to EPA.

12 4. The definition of “Statement of Work” or “SOW” on page 8 of the
13 Consent Decree is amended to include the SSOW and all attachments thereto which
14 are attached to the First Amendment as Attachment A.

15 5. The Consent Decree is amended to add the following definition:
16 “‘Supplemental Statement of Work’ or ‘SSOW’ shall mean the statement of work
17 for implementation of response activities respecting indoor air impacts at the
18 Skateland facility. The SSOW also includes any future modifications thereto made
19 in accordance with the Consent Decree and this First Amendment. As between the
20 Settling Work Defendants, on the one hand, and the First Amendment Settling Cash
21 Defendants and Settling Federal Agency, on the other hand, the Settling Work
22 Defendants shall have the obligation to perform the SSOW, without prejudice,
23 however, to any rights or remedies the Settling Work Defendants may have against
24 persons other than the First Amendment Settling Cash Defendants or the Settling
25 Federal Agency, and such rights and remedies are explicitly preserved.

26 6. The first sentence of the definition of “Work” on page 9 of the Consent
27 Decree is amended at the beginning to read: “‘Work’ shall mean the response
28

1 actions Settling Work Defendants are required to perform under this Consent
2 Decree and any amendment thereto, including the work required by the SSOW.”
3 All references in the original Consent Decree to the Work encompass the SSOW
4 work unless when read in context such reference would be inapplicable as, for
5 example, references to Work tasks or deliverables which Settling Work Defendants
6 have already completed to EPA’s satisfaction.

7
8 7. EPA desires that the Settling Work Defendants begin work set forth in
9 the SSOW as soon as possible. Settling Work Defendants have agreed to begin the
10 work set forth in the SSOW upon the date an Agreement in Principle is reached.
11 Settling Work Defendants agree that, regardless of the fact that this First
12 Amendment may not yet be approved by the Court, they shall be liable for any
13 stipulated penalties, as set forth in paragraphs 61 and 62 of the Consent Decree, as
14 amended herein. Paragraph 61.b. of the Consent Decree is amended to include the
15 following SSOW deliverables: Task 1, Report on Foundation Testing; Task 2,
16 Response Action Work Plan; Task 3, Final Report, and Task 4, As-Built Drawings,
17 Final O &M Manual, Periodic Reports, and Completion Report. The Settling Work
18 Defendants waive any defenses they may have to the imposition of stipulated
19 penalties due to the fact that the Court has not yet acted on this First Amendment,
20 provided that the United States does not withdraw this First Amendment or the
21 Court does not decline to enter this First Amendment. With the foregoing
22 exception, all other procedures and provisions set forth in Section XX (Stipulated
23 Penalties) or other sections of the Consent Decree that apply to stipulated penalties
24 shall be applicable.

25 8. The second sentence of Paragraph 19.a. of the Consent Decree is
26 deleted and replaced with the following: “Notwithstanding the foregoing, the term
27 “best efforts” shall not require the payment of any sums of money to any of the past
28 owners or operators of the Omega Property, including but not limited to, Dennis

1 O'Meara, the Omega Chemical Corporation and any of its shareholders and
2 officers, as well as any company owned or affiliated with such company,
3 shareholders or officers.”

4 9. Settling Work Defendants shall be excused from performance of any
5 SSOW work under this First Amendment for which access is required if the Access
6 Order is breached by the parties thereto, for such period of time until the Parties can
7 re-establish a lawful right to entry that will allow the SSOW work to resume. If the
8 Voluntary Consent for Access to the Skateland facility is withdrawn, Settling Work
9 Defendants shall use “best efforts” as defined in Paragraph 19 of the Consent
10 Decree, as modified herein, to obtain access.

11 10. Paragraph 82 is amended to add the following sentences at the end of
12 the paragraph: “With regard to claims for contribution against Settling Defendants
13 and the Settling Federal Agency (as defined in this Consent Decree) for matters
14 addressed in the First Amendment, the Parties hereto agree that the Settling Work
15 Defendants, First Amendment Settling Cash Defendants and Settling Federal
16 Agency are entitled to such protection as is provided by CERCLA Section
17 113(f)(2), 42 U.S.C. § 9613(f)(2), for matters addressed in the First Amendment,
18 provided, however, that this protection shall be null and void if Settling Work
19 Defendants fail to perform any obligation under this First Amendment. For the
20 purposes of this First Amendment, such First Amendment Settling Cash Defendants
21 are the subset of Settling Cash Defendants identified in Appendix C to the Consent
22 Decree which previously settled their liability for the Work covered by this First
23 Amendment in accordance with certain agreements with Settling Work Defendants,
24 or a subset of such Defendants. Such First Amendment Settling Cash Defendants
25 are set out in Attachment B to the First Amendment. Settling Work Defendants
26 reserve all their rights under CERCLA and any other applicable law for Work
27 performed pursuant to this First Amendment. The protection provided under this
28

1 paragraph shall extend to all SSOW work under the First Amendment, regardless of
2 whether any such SSOW work commenced before, during, or after amendment of
3 the Consent Decree.”

4 11. All other privileges, rights and immunities under the Consent Decree
5 that are applicable to the SSOW work under the First Amendment shall extend to,
6 and inure to the benefit of, the Settling Work Defendants, the First Amendment
7 Settling Cash Defendants (as listed on Attachment B) and Settling Federal Agency
8 (as defined in the Consent Decree), regardless whether such SSOW work
9 commenced on, before or after approval of this First Amendment by a United States
10 District Court. Nothing in this First Amendment shall be deemed to modify, excuse
11 or limit the performance or completion of any obligation any party hereto has
12 undertaken in any other written agreement with Settling Work Defendants, or any
13 one or any combination of such Settling Work Defendants, and all such other
14 written agreements shall remain in full force and effect. The parties to such other
15 written agreements retain their respective rights thereunder.

16 12. All information required by this First Amendment shall be submitted
17 in accordance with the dates specified in the Consent Decree, or the SSOW if
18 applicable, to each of the persons listed below:

19
20 As to EPA:

21 Christopher Lichens, EPA Project Coordinator
22 U. S. EPA, Region 9
23 75 Hawthorne Street
24 San Francisco, CA 94105
25 (415) 972-3149
26 lichens.christopher@epa.gov

1 As to the Settling Work Defendants:

2 Dave Roberson, OPOG Project Coordinator
3 de maximis, inc.
4 2203 Timberlock Place, Suite 213
5 The Woodlands, TX 77380
6 dave@demaximis.com

7 13. The following attachments are attached to and incorporated into this
8 First Amendment:

- 9 a. "Attachment A" is the SSOW.
10 b. "Attachment B" is the list of First Amendment Settling Cash
11 Defendants.

12 14. Upon approval by the Court of this First Amendment, paragraph 95 of
13 the Consent Decree shall be amended to add the approved First Amendment and
14 any attachments thereto as "Appendix G."

15 15. This First Amendment shall be lodged with the Court for a period of
16 not less than thirty (30) days for public notice and comment in accordance with
17 Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7. The
18 United States reserves the right to withdraw or withhold its consent if the comments
19 regarding the First Amendment disclose facts or considerations which indicate that
20 the First Amendment is inappropriate, improper, or inadequate. Should the United
21 States determine, after a review of any comments submitted, that the First
22 Amendment is inappropriate, improper, or inadequate, the Parties agree to conduct
23 expedited negotiations to address any such concerns.

24 16. If for any reason the Court should decline to approve this First
25 Amendment in the form presented, this First Amendment is void *ab initio*. The
26 Settling Work Defendants may terminate work begun under the SSOW, and EPA
27 shall be due no sums for any reason under this First Amendment. The original
28 Consent Decree shall remain fully in effect and enforceable.

1 THE UNDERSIGNED PARTIES enter into this First Amendment to Consent
2 Decree in the matter of United States v. Abex Aerospace Division, et al., relating to
3 the Omega Chemical Corporation Superfund Site.
4

5 FOR THE UNITED STATES OF AMERICA

6 Date:

7
8 _____
9 SUE ELLEN WOOLDRIDGE
10 Assistant Attorney General
11 Environment and Natural Resources Division
12 U.S. Department of Justice
13 Washington, D.C. 20530

14
15 _____
16 KARL J. FINGERHOOD
17 Trial Attorney
18 Environmental Enforcement Section
19 Environment and Natural Resources Division
20 U.S. Department of Justice
21 P.O. Box 7611
22 Washington, D.C. 20044-7611

23
24 _____
25 KEITH TAKATA
26 Director, Superfund Division
27 U.S. Environmental Protection Agency
28 Region IX
75 Hawthorne Street
San Francisco, CA 94105

ELIZABETH ANNE COX
Assistant Regional Counsel
U.S. Environmental Protection Agency
Region IX
75 Hawthorne Street
San Francisco, CA 94105

1 THE UNDERSIGNED PARTIES enter into this First Amendment to
2 Consent Decree in the matter of United States v. Abex Aerospace
3 Division, et al., relating to the Omega Chemical Corporation
4 Superfund Site.
5

6
7 Date: August ____, 2007

By: WILLIAM T FUJIOKA

8 Title: CHIEF EXECUTIVE OFFICER

9 Signature: 

10
11 Agent for Service of Process

12 Name: LAURIE E. DODS

13 Title: DEPUTY COUNTY COUNSEL

14 Address: 500 W. TEMPLE ST.

15 LOS ANGELES CA

16 90012

17 Telephone No.: 213-974-7667
18
19

20 APPROVED AS TO FORM:

21 RAYMOND G. FORTNER, JR.
22 County Counsel

23 By 
24 LAURIE E. DODS
25 Deputy County Counsel
26
27
28

Attachment A

SUPPLEMENTAL STATEMENT OF WORK For FIRST AMENDMENT TO CONSENT DECREE

Introduction

Pursuant to this Supplemental Statement of Work (SSOW), the Settling Work Defendants (SWD) will implement a response action to mitigate indoor air impacts at the Skateland facility located at 12520 Whittier Boulevard in Whittier, California. Such impacts are caused at least in part by vapor intrusion from the Omega Chemical Site.

SSOW Objectives

The objective of the work to be performed pursuant to this SSOW is to mitigate exposure to indoor vapors emanating from the subsurface at the Skateland facility. SWD will implement Sub-Slab Depressurization (SSD), Sub-Slab Pressurization (SSP), or an alternative response action which fully meets that objective. The alternative response action ("Alternative Response Action") would preclude continued use of the Skateland facility as a public skating rink by such means as purchase of the property and demolition of the Skateland building, buyout of the Skateland lease or some other enforceable agreement. The Alternate Response Action must preclude not only skating but any other use that would lead to unacceptable occupational exposure in the building, as determined by EPA. If the Alternative Response Action is implemented prior to construction of SSD or SSP, then SWD will be relieved of their responsibility to proceed with such construction. The SWD will perform all work outlined herein in accordance with CERCLA, the National Contingency Plan ("NCP") (40 CFR Part 300), and applicable published EPA Superfund guidance. In addition, the SWD will perform all work subject to the technical oversight of EPA Region 9 as required by CERCLA and the NCP.

Response Action Activities

Task 1: Conduct Testing of Foundation

The SWD shall determine how the foundation is reinforced along the Concrete Masonry Unit (CMU) wall, separating the rink area and the party/video game area. If the foundation is reinforced at the joint, it may not be effective to construct a trench along this wall. Because building drawings are not available, test holes will be drilled to

determine the nature of the slab foundation , the thickness of any porous media below the slab, and the slab thickness.

Deliverable for Task 1

Letter Report. After test holes are drilled, SWD will provide the test results in a brief letter report to EPA, including a figure showing the locations and depths of test holes. This report shall be submitted to EPA within 21 days of the date that OPOG and EPA reach the Agreement in Principle as defined in the First Amendment, assuming there is no delay in securing access to the Skateland Facility to conduct this work.

Task 2: Prepare Response Action Work Plan

Upon EPA approval of the Task 1 letter report, OPOG will commence Task 2 - the preparation of a Work Plan for implementation of the appropriate response action. The Work Plan will include a Preliminary Design of the proposed response action alternative, either SSD and/or SSP. The remedy proposed in the Work Plan will consist of a trenching and piping layout that will allow either SSD or SSP. Both SSD and SSP are expected to rely on the same piping configuration. The actual layout of the piping will be predicated, in part, on the results of Task 1. For example, if Task 1 demonstrates that the CMU footing is not a significant barrier to vapor flow beneath the slab, piping will be oriented solely parallel to the long axis of the building. Conversely, if the CMU footing is a significant barrier to vapor flow, added piping may need to be installed from the south side of the building, perpendicular to the long axis of the building. The actual layout of the piping system will be determined and described in the Preliminary Design component of the Work Plan.

In order to minimize the potential for continued migration of vapors into the Skateland building early in the response action, the trenching and piping system would likely be operated initially in an SSD mode. After approximately one to three months of operation, data will be evaluated to determine if continued depressurization is appropriate, or if conversion to pressurization mode is preferable. The criteria for this decision will be established in the Work Plan.

As long as the system is operated in an SSD or combination injection/extraction (i.e., SSD/SSP) mode, the extracted vapors will be treated with Granular Activated Carbon (GAC), or other suitable technology. Extraction and treatment units will be located either in the parking lot on the southeast side of the building, or on the adjacent former Omega Chemical property.

If SSP is implemented, the SWD, upon approval by EPA, will construct appropriate measures so that other nearby buildings do not become impacted by vapors that are dispersed from the Skateland property as a result of this response action. Any such action shall substantively comply with any and all permitting requirements that would govern its construction and operation.

Final Response Action Objectives will be determined by EPA based on the Human Health Risk Assessment to be completed by OPOG, consistent with item B.4 of Task 2 of the Consent Decree. The EPA Region 9 Preliminary Remediation Goals (PRGs), adjusted for occupational exposure, will serve as the interim Response Action Objectives for all constituents except TCE. The interim Response Action Objectives for TCE will be 3.0 ug/m^3 .

Deliverable for Task 2

Response Action Work Plan. Within 30 days of EPA's approval of the Letter Report for Task 1, the SWD shall provide a Work Plan, including a schedule for design and implementation of the Response Action. The Work Plan shall include, but is not be limited to, the following elements:

- Qualifications of all contractors.
- Preliminary Design for System installation.
- Contacts for public inquiries.
- Environmental and Construction Related Permitting Substantive Compliance
- Proposed project schedule for design and construction, including repair of impacted areas in the Skateland interior.
- Quality Assurance Project Plan and Field Sampling Plan for collection of samples. These may be submitted as amendments to an existing QAPP and/or FSP if appropriate.
- Construction Health and Safety Plan
- Monitoring Plan for System operation and effectiveness.
- Draft Operation and Maintenance Plan, including draft O&M Manual.
- Procedures for reporting to EPA.

Task 3 -Design and Implement Response Action

Within 30 days of EPA approval of the Response Action Work Plan, the SWD shall begin design and construction activities as described under the Response Action Work Plan. If the Alternative Response Action is to be implemented prior to construction of the selected response action (either SSD or SSP or some combination), then SWD will

seek EPA's prior written approval. Upon such approval, SWD will be relieved of their responsibility to proceed with such construction. Unless otherwise directed by EPA, the SWD shall not commence response activities at the Site prior to EPA approval of the Response Action Work Plan. Upon completion of the construction, the SWD shall conduct a pre-final and final inspection with EPA and other agencies with jurisdictional interest in attendance (e.g., the State).

Deliverable for Task 3

Final Report. Within 60 days after final EPA inspection of the mitigation system, or approval of the Alternative Response Action, the SWD shall submit for EPA review and approval a final report summarizing the actions taken to comply with this SSOW.

The final report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP entitled "OSC Reports," and with OSWER Directive Number 9360.3-03 entitled "Removal Response Reporting." The final report shall include a good faith estimate of total costs or a statement of actual costs incurred in complying with the First Amendment and SSOW, a listing of quantities and types of Waste Materials removed off-site or handled on-site, a discussion of removal and disposal options considered for those Waste Materials, a listing of the ultimate destination of those Waste Materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the response action (e.g., manifests, invoices, bills, contracts, and permits). The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

Under penalty of law, I certify that to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of the report, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Task 4: Conduct Operation and Maintenance Activities

After completion of construction, the SWD shall implement O&M activities as described in the EPA-approved Work Plan. Unless modified in the Work Plan or in the final O&M Manual, indoor air monitoring shall be conducted at least monthly for the first three months of operation. After the first three months, quarterly monitoring shall be conducted for remainder of the first year of system operation, along with any other monitoring that may be required to comply with the substantive requirements of

permitting agencies as identified in the Work Plan. Assuming the interim Response Action Objectives have been achieved, monitoring shall be conducted annually thereafter, to ensure that VOCs in the Skateland building do not exceed acceptable levels. Monitoring locations will be established initially in the Response Action Work Plan; they are expected to include, but are not limited to, the center of the skating rink, the dance floor, the skate rental counter, the office, the boys bathroom, the girls bathroom, and the northeast end of the skating rink. At least one outdoor ambient air sample shall also be collected as part of each sampling event.

The mitigation system shall also be operated and maintained in a manner that minimizes disruption to the tenants of that building, to the extent feasible while meeting the objectives of the response action. If the SWD elect to implement an Alternative Response Action at any time while undertaking Task 4, they shall present such Alternative Response Action to EPA for approval and, upon approval, additional obligations under this Task 4 shall terminate or be modified, as EPA shall direct.

Deliverables for Task 4

1. As-builts. Within 60 days after final EPA inspection of the response action, the SWD shall submit the final system As-Built drawings to EPA.
2. Final O&M Manual. Within 60 days after final EPA inspection of the removal response action, the SWD shall submit for EPA review and approval the final O&M Manual. Any revisions of the approved final O&M Manual shall also be submitted by the SWD for EPA approval as a deliverable under this task.
3. Periodic reports. Brief quarterly reports, or less frequent reports upon approval by EPA, shall be provided to EPA with a summary of the status and effectiveness of the mitigation system, including results of indoor air sampling. The reports shall document the decision to operate the system as injection-extraction and describe the changes. Activities conducted during the year, such as periodic testing of GAC or other treatment equipment performance, GAC change-out (if applicable), equipment replacement, etc., should be described. The reports should also document any problems or anticipated problems with operation and maintenance of the system. The frequency of reporting can be adjusted with the approval of EPA.
4. Completion Report. Once the objectives of this SSOW have been attained and are expected to be met on a permanent basis without operation of the mitigation system, the SWD shall submit to EPA a report describing the proposed post-operation monitoring to confirm these results. If approved by EPA, the SWD shall implement such monitoring and provide the results to EPA in a Completion Report. If EPA is

satisfied that the SSOW objectives have been attained and operating the mitigation system is no longer necessary, EPA will approve the Completion Report, at which time the SWD obligations under this SSOW terminate.

LA\1554249.2
DRAFT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ATTACHMENT B

ABEX Aerospace Division
Armor All Products Corporation
Avery Dennison
Bourns, Inc.
Calsonic Climate Control, Inc. (now Calsonic North America, Inc.)
Canon Business Machines, Inc.
City of Los Angeles, Department of Airports
FPC, Inc., A Kodak Co.
George Industries
Golden West Refining Company
Great Western Chemical Company
Hilton Hotels Corporation for LA Airport & Towers
Hubbell Inc. and Marvin Electric Mfg. Co., Inc.
Huntington Park Rubber Stamp Company
International Rectifier Corporation, for itself and its facility, HEXFET America
Jan-Kens Enameling Company
Kester Solder Division, Litton Systems, Inc.
Kolmar Laboratories, Inc.
Manufacturing Technology, Inc.
Medeva Pharmaceuticals CA, Inc. (f/k/a MD Pharmaceutical Inc.)
Minnesota Mining and Manufacturing Company for 3M/Riker Labs/Camarillo Storage
Montgomery Tank Lines, Inc.
NMB Corp.
Pacesetters Systems Inc./Siemens Corporation
Pacific Gas & Electric Co.
Pioneer Video MFG Inc.
Quad Chemical
Rathon Corp. f/k/a Diversey Corp.
Remet Corporation
Rogers Corporation
Southern Pacific Transportation Co. (n/k/a Union Pacific Railroad Company)
Structural Composites Ind.
Supracote, Inc. (BHP Coated Steel Corp. successor)
Tension Envelope Corp.
Titan Corporation
Tubing Seal Cap/Pacific Precision Metals, Inc.
Vertex Microwave Products, Inc. formerly Gamma F Corp.
Warner-Lambert Company
Western Metal Decorating Co.
York International Corporation

1 SUE ELLEN WOOLDRIDGE
Assistant Attorney General
2 United States Department of Justice
Environment and Natural Resources Division

3 KARL FINGERHOOD
4 Trial Attorney
United States Department of Justice
5 Environment and Natural Resources Division
P.O. Box 7611
6 Washington, DC 20044-7611
Telephone: (202) 514-7519
7 Facsimile: (202) 514-2583

8
9 **IN THE UNITED STATES DISTRICT COURT**
10 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
11 **WESTERN DIVISION**

12
13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 ABEX AEROSPACE DIVISION
and PNEUMO-ABEX
17 CORPORATION; AIR PRODUCTS
AND CHEMICALS, INC.; ALCOA
18 INC.; ALLIEDSIGNAL, INC. (now
known as HONEYWELL
19 INTERNATIONAL, INC.); ALPHA
THERAPEUTIC CORPORATION;
20 APPLIED MICRO CIRCUITS
CORPORATION; APPROPRIATE
21 TECHNOLOGIES II, INC.;
ARLON ADHESIVES & FILM;
22 ARMOR ALL PRODUCTS
CORPORATION; AVERY
23 DENNISON CORPORATION;
BASF CORPORATION; BAXTER
24 HEALTHCARE CORPORATION;
BOEING NORTH AMERICA,
25 INC.; BONANZA ALUMINUM
CORP.; BORDEN, INC.; BOURNS,
26 INC.; BROADWAY STORES,
INC.; CALIFORNIA DEPT. OF
27 TRANSPORTATION; CALSONIC
CLIMATE CONTROL, INC. (now
28 known as CALSONIC NORTH

CASE NO. CV-00-012471 TJH (JWJx)

**SECOND AMENDMENT TO
CONSENT DECREE**

1 AMERICA, INC.); CANON
2 BUSINESS MACHINES, INC.;
3 INTERNATIONAL PAPER
4 COMPANY; WASTE
5 MANAGEMENT, INC.; UNITED
6 DOMINION INDUSTRIES; CITY
7 OF LOS ANGELES,
8 DEPARTMENT OF AIRPORTS;
9 CITY OF SANTA MARIA;
10 COUNTY OF LOS ANGELES;
11 CROSBY & OVERTON, INC.;
12 DATATRONICS ROMOLAND,
13 INC.; DEUTSCHENGINEERED
14 CONNECTING
15 DEVICES/DEUTSCH GAV;
16 DISNEYLAND CENTRAL
17 PLANT; DOW CHEMICAL
18 COMPANY; FHL GROUP;
19 FIRMENICH INCORPORATED;
20 FORENCO, INC.; GAMBRO, INC.;
21 GATX TERMINALS
22 CORPORATION; GENERAL
23 DYNAMICS CORPORATION;
24 GEORGE INDUSTRIES; GOLDEN
25 WEST REFINING COMPANY;
26 GREAT WESTERN CHEMICAL
27 COMPANY; GSF ENERGY, L.L.C.
28 (successor to GSF ENERGY, INC.);
GULFSTREAM AEROSPACE
CORPORATION; HEXCEL
CORPORATION; HILTON
HOTELS CORPORATION;
HITACHI HOME ELECTRONICS
(AMERICA), INC.; BP AMERICA
INC.; HONEYWELL
INTERNATIONAL INC.; HUBBEL
INC.; HUCK MANUFACTURING
COMPANY (by its former parent
Federal Mogul Corporation);
HUGHES SPACE AND
COMMUNICATIONS COMPANY;
HUNTINGTON PARK RUBBER
STAMP COMPANY;
INTERNATIONAL RECTIFIER
CORPORATION; JAN-KENS
ENAMELING COMPANY; JOHNS
MANVILLE INTERNATIONAL,
INC.; K.C. PHOTO ENGRAVING
CO.; KESTER SOLDER DIVISION,
LITTON SYSTEMS, INC.;
KIMBERLY CLARK
WORLDWIDE, INC.; KOLMAR
LABORATORIES, INC.; LOS
ANGELES COUNTY
METROPOLITAN

1 TRANSPORTATION
2 AUTHORITY; LOMA LINDA
3 UNIVERSITY; BRITISH ALCAN
4 ALUMINUM, P.L.C.; MATTEL,
5 INC.; MAXWELL
6 TECHNOLOGIES, INC.; THE
7 MAY DEPARTMENT STORES
8 COMPANY; McDONNELL
9 DOUGLAS CORPORATION a
10 wholly owned subsidiary of the
11 BOEING COMPANY; MEDEVA
12 PHARMACEUTICALS CA, INC.
13 (f/k/as MD PHARMACEUTICAL
14 INC.); METROPOLITAN WATER
15 DISTRICT OF SOUTHERN
16 CALIFORNIA; MICO INC.;
17 MINNESOTA MINING AND
18 MANUFACTURING COMPANY;
19 QUALITY CARRIERS INC. (f/k/a
20 MONTGOMERY TANK LINES,
21 INC.); NI INDUSTRIES (a division
22 of TRIMAS, a wholly owned
23 subsidiary of MASCOTEC); NMB
24 TECHNOLOGIES CORP.; OHLINE
25 CORP.; OJAI MANUFACTURING
26 TECHNOLOGY, INC.; SIEMENS
27 MEDICAL SYSTEMS, INC.;
28 PACIFIC BELL TELEPHONE
COMPANY; PACIFIC GAS &
ELECTRIC CO.; PIONEER VIDEO
MANUFACTURING INC.;
PRINTED CIRCUITS
UNLIMITED; NELLCOR
PURTIAN-BENNETT; LONZA
INC.; QUEST DIAGNOSTICS
CLINICAL LABORATORIES, INC.
(f/k/a BIO SCIENCE
ENTERPRISES); RATHON CORP.
(f/k/a DIVERSEY CORP.);
RAYTHEON COMPANY;
REGENTS OF THE UNIVERSITY
OF CALIFORNIA; REICHHOLD
INC.; REMET CORPORATION;
RESINART CORP.; ROBINSON
PREZIOSO INC.; ROGERS
CORPORATION; SAFETY-KLEEN
SYSTEMS, INC. (f/k/a SAFETY-
KLEEN CORP.); SCRIPTO TOKAI
CORPORATION; SHELL OIL
COMPANY; THE SHERWIN-
WILLIAMS COMPANY; SIGMA
CASTING CORPORATION (now
known as HOWMET ALUMINUM
CASTING, INC.); SIGNET
ARMORLITE, INC.; SOUTHERN

1 CALIFORNIA EDISON CO.;
2 SOUTHERN PACIFIC
3 TRANSPORTATION CO. (now
4 known as UNION PACIFIC
5 RAILROAD COMPANY);
6 HARSCO CORPORATION; BHP
7 COATED STEEL CORP.;
8 TELEDYNE INDUSTRIES INC.;
9 TELEDYNE TECHNOLOGIES
10 INCORPORATED; TENSION
11 ENVELOPE CORP.; TEXACO
12 INC.; TEXAS INSTRUMENTS
13 TUCSON CORPORATION (f/k/a
14 BURR-BROWN CORP.); TITAN
15 CORPORATION; TODD PACIFIC
16 SHIPYARDS; TREASURE CHEST;
17 PACIFIC PRECISION METALS,
18 INC.; UNION OIL COMPANY OF
19 CALIFORNIA; UNITED PARCEL
20 SERVICE, INC.; UNIVERSAL
21 CITY STUDIOS, INC.; VAN
22 WATERS & ROGERS INC. and
23 VOPAK DISTRIBUTION
24 AMERICAS CORPORATION (f/k/a
25 UNIVAR CORPORATION);
26 VERTEX MICROWAVE
27 PRODUCTS, INC. (f/k/a GAMMA-
28 F CORP.); WALT DISNEY
PICTURES AND TELEVISION;
WARNER-LAMBERT COMPANY;
WEBER AIRCRAFT; WESTERN
METAL DECORATING CO.;
YORK INTERNATIONAL
CORPORATION; YORT INC. (f/k/a
TROY LIGHTING, INC. TIFFANY
DIVISION);

Defendants.

SECOND AMENDMENT TO CONSENT DECREE

I. BACKGROUND

A. The Court entered a Consent Decree (“Consent Decree”) in this case on February 28, 2001, pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. § 9601, *et seq.* The First Amendment to the Consent Decree, which governs a new response action (the “Skateland Response Action,” as hereinafter defined) unrelated to existing

1 work under the Consent Decree, is lodged herewith. Except as expressly set forth
2 herein, this Second Amendment to the Consent Decree (“Second Amendment”)
3 amends the Consent Decree as it has been or is later amended by the
4 First Amendment. Except as expressly set forth herein, the defined terms in the
5 Consent Decree, as amended, retain their meanings in this Second Amendment to
6 Consent Decree.

7 B. The Parties desire (1) to add additional Settling Work Defendants and
8 Settling Cash Defendants to those covered by the Consent Decree, as amended, (2)
9 to incorporate additional volume and related payments of certain original Settling
10 Cash Defendants, and (3) to correct certain omissions and typographical errors in
11 the caption.

12 **THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

13 **II. GENERAL PROVISIONS**

14 1. Except as specifically provided in this Second Amendment, all
15 provisions and requirements of the original Consent Decree, as amended, shall be in
16 full force and effect. The Parties agree that all such provisions remain fully
17 enforceable notwithstanding this Second Amendment.

18 **III. AMENDMENTS**

19 2. The caption and Appendix D of the Consent Decree, as amended, are
20 amended to include the additional Settling Work Defendants as set forth on Exhibit
21 A hereto.

22 3. The caption and Appendix C of the Consent Decree, as amended, are
23 amended to include the additional Settling Cash Defendants as set forth on Exhibit
24 B hereto. Each of these parties has entered a settlement agreement and paid their
25 respective settlement amounts. Therefore, Section 42.a. of the Consent Decree
26 shall not apply to them, except that (1) the payments have been made in
27 contribution toward the Work, payment of Past Response Costs and Oversight
28 Costs, and fulfilling legal obligations related to the Work, (2) each Settling Cash

1 Defendant's obligations under the Consent Decree shall be limited to the payment it
2 has made, and (3) no Settling Cash Defendant shall be responsible for any payment
3 required of any other party. Likewise, Sections 60 and 62.b. shall not apply.

4 4. The Consent Decree is amended to cover additional Waste Material
5 attributable to and related settlement amounts paid by the original Settling Cash
6 Defendants, or affiliates of such original Settling Cash Defendants, listed on
7 Exhibit C hereto. Each of these original Settling Cash Defendants has entered an
8 amendment to their respective settlement agreements and paid their respective
9 additional settlement amounts. Therefore, Section 42.a. of the Consent Decree shall
10 not apply to them except that (1) the payments have been made in contribution
11 toward the Work, payment of Past Response Costs and Oversight Costs, and
12 fulfilling legal obligations related to the Work, (2) each Settling Cash Defendant's
13 obligations under the Consent Decree shall be limited to the payment it has made,
14 and (3) no Settling Cash Defendant shall be responsible for any payment required
15 of any other party. Likewise, Sections 60 and 62.b. shall not apply.

16 5. The caption of the Consent Decree, as amended, is amended to include
17 an erroneously omitted Settling Cash Party, to correct a typographical error in the
18 caption, and to revise the names of various Settling Work Defendants, all as set
19 forth on Exhibit D hereto. The provisions of the Consent Decree, as amended, shall
20 apply to these parties *ab initio*.

21 6. Paragraph 82, as amended by the First Amendment, is further amended
22 to add the following sentence at the end of the paragraph: "With regard to claims
23 for contribution against additional Settling Cash Defendants set forth on Exhibit B
24 hereto, the Parties agree that the Settling Work Defendants and the Settling Cash
25 Defendants set forth on Exhibit B hereto are entitled to such protection as is
26 provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), for matters
27 addressed in the Consent Decree, as amended, provided, however, that this
28 protection shall be null and void as to a Settling Work Defendant set forth on

1 Exhibit A hereto or Settling Cash Defendant set forth on Exhibit B if such Settling
2 Defendant hereto fails to perform any obligation under this Consent Decree, as
3 amended. Such protection shall extend to all Work under the Consent Decree, as
4 amended, regardless of whether any such Work commenced before, during, or after
5 any amendment to the Consent Decree.”

6 7. Notwithstanding anything in this Second Amendment, the First
7 Amendment to the Consent Decree shall not apply to the Settling Cash Defendants
8 listed on Exhibit E, hereto. Settling Work Defendants, or any one or any
9 combination of such Settling Work Defendants, reserve all rights against
10 the Settling Cash Defendants Listed on Exhibit E or any other person who has not
11 resolved all claims respecting any Work under the Consent Decree, as amended.

12 8. Nothing in this Second Amendment shall be deemed to modify, excuse
13 or limit the performance or completion of any obligation any party hereto has
14 undertaken in any other written agreement with Settling Work Defendants, or any
15 one or any combination of such Settling Work Defendants, and all such other
16 written agreements shall remain in full force and effect. The parties to such other
17 written agreements retain their respective rights thereunder.

18 9. Upon approval by the Court of this Second Amendment, paragraph 95
19 of the Consent Decree shall be amended to add the approved Second Amendment
20 and any attachments thereto as “Appendix H.”

21 **IV. EXHIBITS**

22 10. The following appendices are attached to and incorporated into this
23 Consent Decree:

24 EXHIBIT A: ADDITIONAL SETTLING WORK DEFENDANTS.

25 EXHIBIT B: ADDITIONAL SETTLING CASH DEFENDANTS.

26 EXHIBIT C: SETTLING CASH DEFENDANTS WITH ADDITIONAL
27 AFFILIATED ENTITIES OR WASTE MATERIAL

28 EXHIBIT D: CORRECTIONS TO CAPTION AND APPENDIX D.

1 EXHIBIT E: SETTLING CASH DEFENDANTS ON CONSENT DECREE
2 TO WHICH FIRST AMENDMENT TO CONSENT DECREE
3 DOES NOT APPLY.

4 **V. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

5 11. This Second Amendment shall be lodged with the Court for a period of
6 not less than thirty (30) days for public notice and comment in accordance with
7 Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7.
8 The United States reserves the right to withdraw or withhold its consent if the
9 comments regarding the Second Amendment disclose facts or considerations which
10 indicate that the Second Amendment is inappropriate, improper, or inadequate.

11 12. If for any reason the Court should decline to approve this Second
12 Amendment in the form presented, this Second Amendment is void *ab initio* and
13 the original Consent Decree, as amended, shall remain fully in effect and
14 enforceable.

15 13. If for any reason the Court should decline to approve the
16 First Amendment in the form presented, this Second Amendment shall apply to the
17 original Consent Decree, which shall remain fully in effect and enforceable.

18 **VI. EFFECTIVE DATE**

19 14. Except as otherwise specifically provided herein, the effective date of
20 this Consent Decree shall be the date upon which this Consent Decree is entered by
21 the Court.

22 **VII. SIGNATORIES/SERVICE**

23 15. Each undersigned representative of a Settling Defendant to this
24 Consent Decree and the Assistant Attorney General for Environment and Natural
25 Resources of the Department of Justice certifies that he or she is fully authorized to
26 enter into the terms and conditions of this Consent Decree and to execute and
27 legally bind such Party to this Consent Decree.

28 ///

1 THE UNDERSIGNED PARTIES enter into this Second Amendment to the
2 Consent Decree, as amended, in the matter of *United States v. Abex Aerospace*
3 *Division, et al.*, relating to the Omega Chemical Corporation Superfund Site.

4 FOR THE UNITED STATES OF AMERICA

5 Date: _____, 2006

6 SUE ELLEN WOOLDRIDGE
7 Assistant Attorney General
8 Environment and Natural
9 Resources Division
U.S. Department of Justice
Washington, DC 20530

10 KARL J. FINGERHOOD
11 Trial Attorney
12 Environmental Enforcement
13 Section
14 Environment and Natural
15 Resources Division
16 U.S. Department of Justice
17 P.O. Box 7611
18 Washington, DC 20044-7611

19 KEITH TAKATA
20 Director, Superfund Division
21 U.S. Environmental Protection
22 Agency, Region IX
23 75 Hawthorne Street
24 San Francisco, CA 94105

25 Assistant Regional Counsel
26 U.S. Environmental Protection
27 Agency, Region IX
28 75 Hawthorne Street
San Francisco, CA 94105

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

United States of America v. Abex Aerospace Division, etc., et al.
Second Amendment to Consent Decree Signature Page
For The Settling Defendant
COUNTY OF LOS ANGELES

Date: August ____, 2007

By: WILLIAM T FUJIOKA
Title: CHIEF EXECUTIVE OFFICER

Signature: 

Agent for Service of Process
Name: LAURIE E. DODS
Title: DEPUTY COUNTY COUNSEL
Address: 500 W. TEMPLE ST.
LOS ANGELES CA
90012
Telephone No.: 213-974-7667

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By 
LAURIE E. DODS
Deputy County Counsel

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

ADDITIONAL SETTLING WORK DEFENDANTS

Caption

Appendix D

AMERICAN STANDARD, INC.	American Standard, Inc.
ASTRO ALUMINUM TREATING CO. INC.	Astro Aluminum Treating Co. Inc.
CAL MART by TUCSON VALLEY LIQUIDATING TRUST by J. EMERY BARKER, TRUSTEE	Cal Mart by Tucson Valley Liquidating Trust by J. Emery Barker, Trustee
CALIFORNIA HYDROFORMING CO.	California Hydroforming Co.
CENTER LINE WHEEL CORP.	Center Line Wheel Corp.
CINTAS CORPORATION (successor to UNITOG COMPANY)	Cintas Corporation (successor to Unitog Company)
COATINGS RESOURCE CORPORATION	Coatings Resource Corporation
COLUMBIA SHOWCASE & CABINET CO., INC.	Columbia Showcase & Cabinet Co., Inc.
CTL PRINTING INC.	CTL Printing Inc. for Cal Tape & Label Co.
DUDE, INC.	Dude, Inc.
HERCULES INCORPORATED	Hercules Incorporated
MAJON, INC./HURST	Majon, Inc./Hurst
NORTHROP GRUMMAN SYSTEMS CORPORATION	Northrop Grumman Systems Corporation

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PFIZER, INC.	Pfizer, Inc.
PILKINGTON PLC	Pilkington plc (including Swedlow)
SCHERING CORPORATION	Schering Corporation
SOCO WEST, INC. as successor to HOLCHEM, INC.	Soco West, Inc. as successor to Holchem, Inc.
SONOCO PRODUCTS (aka ENGRAPH, INC./PATTON)	Sonoco Products (aka Engraph, Inc./Patton)
SPARTON TECHNOLOGY, INC.	Sparton Technology, Inc.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT B

ADDITIONAL SETTLING CASH DEFENDANTS

Caption	Appendix C
AIR CONDITIONING CO. INC.	Air Conditioning Co. Inc.
ANZON COMPANY	Anzon Company
BELL INDUSTRIES, INC.	Bell Industries, Inc.
BUILDING MATERIALS CORPORATION OF AMERICA, d/b/a GAF MATERIALS CORPORATION	Building Materials Corporation of America, d/b/a GAF Materials Corporation
CAL-AIR, INC.	CAL-AIR, INC.
CITY OF COSTA MESA	City of Costa Mesa
COASTCAST CORPORATION	Coastcast Corporation
COMMAIR MECHANICAL SERVICES	Commair Mechanical Services
COUNTY OF SAN BERNARDINO	County of San Bernardino
DOLE DRIED FRUIT AND NUT COMPANY	Dole Dried Fruit and Nut Company
EL PASO ENERGY INTERNATIONAL COMPANY	El Paso Energy International Company for Bonneville Pacific Corporation
GENERAL ELECTRIC COMPANY	General Electric Company
HARTWELL CORPORATION	Hartwell Corporation
HERTZ CORPORATION, THE	Hertz Corporation, The
RICOH PRINTING SYSTEMS	for Dataproducts Corp.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AMERICA, INC.	
ICN PHARMACEUTICALS, INC.	ICN Pharmaceuticals, Inc.
INDALEX INC., d/b/a COLUMBIA PACIFIC ALUMINUM	Indalex Inc., d/b/a Columbia Pacific Aluminum
INTEGRATED MICROELECTRONICS, INC.	Integrated Microelectronics, Inc. for AVX Corp.
ITT CORPORATION., a successor to ITT BARTON, ITT GENERAL CONTROLS and ITT GILFILLAN	ITT Corporation, a successor to ITT Barton, ITT General Controls and ITT Gilfillan
JOHANSON DIELECTRICS INC.	Johanson Dielectrics Inc.
ROCKWELL COLLINS OPTRONICS, INC.	Rockwell Collins Optronics, Inc.
L.A. SUPPLY COMPANY, dba LABEL HOUSE	L.A. Supply Company, dba LABEL HOUSE
LANSDALE SEMICONDUCTOR, INC	Lansdale Semiconductor, Inc
LEAR SIEGLER DIVERSIFIED HOLDING CORP., as successor to LEAR SIEGLER, INC.	Lear Siegler Diversified Holding Corp., as successor to Lear Siegler, Inc.
LEFIELL MANUFACTURING COMPANY	LeFiell Manufacturing Company
LEUCADIA, INC., GENERAL MARBLE CORPORATION	Leucadia, Inc., General Marble Corporation Division

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DIVISION	
LOCKHEED MARTIN LIBRASCOPE CORPORATION	Lockheed Martin Librascope Corporation
LOS ANGELES UNIFIED SCHOOL DISTRICT	Los Angeles Unified School District
MTI ENGINEERING CORPORATION (MITULOYO AMERICAN CORPORATION)	MTI Engineering Corporation (Mituloyo American Corporation)
NORTHROP GRUMMAN SPACE & MISSION SYSTEMS CORP.	Northrop Grumman Space & Mission Systems Corp.
NOVACAP, INC.	Novacap, Inc.
PHARMAVITE LLC	Pharmavite LLC
SHAMROCK SCIENTIFIC SPECIALTY SYSTEMS, INC.	Shamrock Scientific Specialty Systems, Inc.
SIEMENS BUILDING TECHNOLOGIES, INC. (fka MCC POWERS)	Siemens Building Technologies, Inc. (fka MCC Powers)
SYMMETRICOM, INC.	Symmetricom, Inc.
TERADYNE INC	Teradyne Inc
TIMEMED LABELING SYSTEMS, INC.	Timemed Labeling Systems, Inc.
TRIBUNE COMPANY, as successor in interest to THE TIMES MIRROR COMPANY	Tribune Company, as successor in interest to The Times Mirror Company
TRW TECHNAR, INC.	TRW Technar, Inc.
VIASYS HEALTHCARE, INC.	VIASYS Healthcare, Inc. for

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

	Bear Medical System, Inc.
XARP CORP. (fka ARWOOD CORPORATION)	XARP Corp. (fka Arwood Corporation)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT C
SETTLING CASH DEFENDANTS WITH ADDITIONAL AFFILIATED
ENTITIES OR WASTE MATERIAL

Eastman Kodak Company, an original Settling Cash Defendant for its entity FPC, Inc., A Kodak Co., has new volume for itself, Eastman Kodak Company.

Minnesota Mining and Manufacturing additional affiliated entity:
3M Company (Vision Care).

Puritan Bennett additional affiliated entities:
Tyco International/Armin Plastics; Tyco Electronics Corporation as successor to AMP Inc/Matrix Science Corp, and Unistrut Corp.;
Mallinckrodt Inc., a Delaware Corporation, as successor to Mallinckrodt/Tronmed and Mallinckrodt Critical Care; and
Advanced Packaging Systems/Interamics.

Teradyne Inc. has additional volume for the same entity.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT D

CORRECTIONS TO CONSENT DECREE CAPTION AND APPENDIX D

Original Caption	Amended Caption	Original Appendix D	Amended Appendix D
		Alcoa Electronic Packaging, Inc.	Alcoa Inc. (on behalf of Alcoa Electronic Packaging, Inc., Alcoa Global Fasteners for TRE/Weslock and Alumax for Amerimax Building Products for Admiral Aluminum)
BOEING NORTH AMERICA, INC.	THE BOEING COMPANY	The Boeing Company	The Boeing Company (sued as Rockwell International Corporation)
BORDEN, INC.	HEXION SPECIALTY CHEMICALS, INC. FIRMENICH, INC.	MCP Foods (by Borden, Inc. and Firmenich Incorporated)	MCP Foods (by Hexion Specialty Chemicals, Inc. and Firmenich, Inc.)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

BP AMERICA INC.	BP AMOCO CHEMICAL COMPANY	BP America, Inc. (on behalf of Hitco Inc.)	BP AMOCO Chemical Company (on behalf of Hitco Inc.) Atlantic Richfield Company
CALIFORNIA DEPT. OF TRANSPORTATI ON	STATE OF CALIFORNIA ACTING BY AND THROUGH THE DEPARTMENT OF TRANSPORTATI ON	California Dept. of Transportation	State of California acting by and through the Department of Transportation
Disneyland Central Plant	SEMPRA ENERGY SOLUTIONS	Disneyland Central Plant	Sempra Energy Solutions
GATX TERMINALS CORPORATION	KINDER MORGAN LIQUIDS TERMINALS, LLC, formerly known as GATX TERMINALS CORPORATION	GATX Terminals Corporation	Kinder Morgan Liquids Terminals, LLC, formerly known as GATX TERMINALS CORPORATION

1	HEXCEL	HEXCEL	Hexcel	Hexcel Corporation
2	CORPORATION	CORPORATION	Corporation/Ciba-	(Ciba-Geigy)
3		(CIBA-GEIGY)	Geigy	
4				
5	HUCK	FEDERAL-	Huck	Federal-Mogul
6	MANUFACTURIN	MOGUL	Manufacturing	Corporation (on
7	G COMPANY (by	CORPORATION	Company	behalf of its former
8	its former parent	(on behalf of its		dissolved subsidiary
9	Federal Mogul	former dissolved		Huck
10	Corporation)	subsidiary HUCK		Manufacturing
11		MANUFACTURIN		Company)
12		G COMPANY)		
13	HUGHES SPACE	Boeing Satellite	Hughes Space and	Boeing Satellite
14	AND	Systems, Inc.	Communications	Systems, Inc
15	COMMUNICATIO		Company	
16	NS COMPANY			
17				
18	KIMBERLY	KIMBERLY	Kimberly Clark	Kimberly Clark
19	CLARK	CLARK	Corp.	WorldWide Inc.,
20	WORLDWIDE,	WORLDWIDE		Fullerton Mill
21	INC.	INC.,		
22		FULLERTON		
23		MILL		

24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATI ON AUTHORITY	LA COUNTY MTA (So. California RTD)	LA County MTA/So. California RTD	LA COUNTY MTA (So. California RTD)
NELLCOR PURTIAN BENNETT	PURITAN BENNETT		
NI INDUSTRIES (a division of TRIMAS, a wholly owned subsidiary of MASCO TECH)	MASCO PLUMBING PRODUCTS, INC. as indemnitor for NORRIS INDUSTRIES, INC.	NI Industries, a division of TriMas, a wholly owned subsidiary of MascoTech	Masco Plumbing Products, Inc. as indemnitor for Norris Industries, Inc.
NOT INCLUDED	EASTMAN KODAK COMPANY		
PACIFIC BELL TELEPHONE COMPANY	PACIFIC BELL TELEPHONE COMPANY, a California Corporation		

<p>1 TEXAS 2 INSTRUMENTS 3 4 TUCSON 5 CORPORATION 6 (f/k/a BURR- 7 BROWN CORP.) 8</p>	<p>TEXAS INSTRUMENTS INCORPORATED</p>	<p>Tucson Corporation (f/k/a Burr-Brown Corp.)</p>	<p>Texas Instruments Incorporated</p>
<p>9 UNIVERSAL 10 CITY STUDIOS, 11 INC. 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26</p>	<p>UNIVERSAL CITY STUDIOS LLLP, L.P.</p>	<p>Universal City Studios, Universal Studios, MCA/Universal Studios, and Universal Title & Optical</p>	<p>Universal City Studios LLLP, L.P. (f/k/a Universal City Studios LP, Universal City Studios LLC, and Universal City Studios, Inc.), Universal City Studios; Universal Studios; Universal Studios, Inc., f/k/a MCA INC.; MCA/Universal Studios; MCA/Universal; and Universal Title & Optical.</p>

27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VAN WATER & ROGERS INC. and VOPAK DISTRIBUTION AMERICAS CORPORATION (f/k/a UNIVAR CORPORATION)	UNIVAR CORP., UNIVAR USA INC. (F/K/A VAN WATERS & ROGERS INC., VOPAK DISTRIBUTION AMERICAS INC.)	Van Waters & Rogers Inc. and Vopak Distribution Americas Corporation (f.k.a. Univar Corporation)	Univar Corp., Univar USA Inc. (f/k/a Van Waters & Rogers Inc., Vopak Distribution Americas Inc.)
WASTE MANAGEMENT, INC.	CHEMICAL WASTE MANAGEMENT, INC		

EXHIBIT E

**SETTLING CASH DEFENDANTS ON CONSENT DECREE TO WHICH
FIRST AMENDMENT TO CONSENT DECREE DOES NOT APPLY**

Caption	Appendix C
AIR PRODUCTS AND CHEMICALS, INC.	Air Products and Chemicals, Inc.
APPROPRIATE TECHNOLOGIES II, INC.	Appropriate Technologies II, Inc.
BONANZA ALUMINUM CORP.	Bonanza Aluminum Corp.
BROADWAY STORES, INC.	Broadway Stores, Inc.
CITY OF SANTA MARIA	City of Santa Maria
DATATRONICS ROMOLAND, INC.	Datatronics Romoland, Inc.
DEUTSCH ENGINEERED CONNECTING DEVICES/DEUTSCH GAV	Deutsch Engineered Connecting Devices/Deutsch GAV
GAMBRO, INC.	Gambro, Inc.
GSF ENERGY, L.L.C. (successor to GSF ENERGY, INC.)	GSF Energy, L.L.C., successor to GSF Energy, Inc.
LEFIELL MANUFACTURING COMPANY*	LeFiell Manufacturing Company*
LOMA LINDA UNIVERSITY	Loma Linda University

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

MAXWELL TECHNOLOGIES, INC.	Maxwell Technologies, Inc.
MICO INC.	MICO West
NELLCOR PURTIAN [sic] BENNETT	Puritan Bennett
RESINART CORP.	Resinart Corp.
SHELL OIL COMPANY	Shell Oil Products Company
SOUTHERN CALIFORNIA EDISON CO.	Southern California Edison Co.
TELEDYNE TECHNOLOGIES INCORPORATED	TDY Industries, Inc. for Teledyne Inet, Teledyne Linair, Teledyne AeroCal Teledyne Cast Parts, Teledyne Controls, Teledyne Electronic Technologies by Teledyne Technologies Incorporated
THE MAY DEPARTMENT STORES COMPANY	The May Department Stores Company
TODD PACIFIC SHIPYARDS	Todd Pacific Shipyards
TRW TECHNAR, INC.*	TRW Technar, Inc.*
UNITED DOMINION INDUSTRIES	Cherokee International, Inc.
UNITED PARCEL SERVICE,	United Parcel Service, Inc.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

INC.	
[not listed]	U.S. Navy

* Not on original Consent Decree; amended on by this Second Amendment.

(Omega Chemical ERT Trust Agreement)
OMEGA CHEMICAL SITE
ENVIRONMENTAL REMEDIATION TRUST AGREEMENT

THIS TRUST AGREEMENT is made as of this 15th day of March, 2006, by and among the Respondents (as defined herein), whose authorized representatives have executed this Agreement, and *de maximis, inc.* ("Trustee"), whose authorized representative has executed this Agreement;

WHEREAS, Respondents have agreed to fund and implement those actions which are the responsibility of the Respondents pursuant to the Consent Decree and to conduct such other actions as may be necessary or prudent with respect to the contamination by hazardous substances originating at Omega Chemical Superfund Site (the "Site"), located at 12504 E. Whittier Boulevard in the City of Whittier, County of Los Angeles, California;

WHEREAS, in order to fund all such actions arising from or related to the site, Respondents wish to establish the trust established under this Agreement (the "Trust");

NOW THEREFORE, the Respondents do hereby establish the Trust in accordance with the terms, provisions and conditions set forth herein, and the Trustee hereby agrees to serve as Trustee of the Trust and to receive, hold, disburse, invest and reinvest the monies contributed to the Trust, subject to such terms, provisions and conditions hereinafter set forth:

1. **DEFINITIONS.**

1.1 The term "Consent Decree" shall mean the Consent Decree providing for the performance of a Remedial Design/Remedial Action ("RD/RA") at the Site (copy attached as Appendix A) with respect to the Omega Chemical Superfund Site, including any amendments.

1.2 The term "Contractor" shall mean a qualified person or entity selected by the Respondents and approved by the EPA.

1.3 The term "EPA" shall mean the United States Environmental Protection Agency.

1.4 The terms "Omega Chemical Site" or "Omega Chemical Superfund Site" or "Site" shall have the meaning assigned to the term "Site" in the Consent Decree, and additionally shall include all areas to which hazardous substances originating at 12504 E. Whittier Boulevard, Whittier, California, have migrated.

1.5 The term "Trustee" shall mean *de maximis, inc.*, and any successor or successors who act as Trustee hereunder.

1.6 The term "Respondents" shall mean, collectively, those entities identified on Appendix B whose authorized representatives have executed this Agreement. Appendix B may be amended from time to time to add or remove individual Respondents, as described in Section 4.5, below.

1.7 The term "Steering Committee" or "SC" shall mean the group of representatives selected by the Respondents to oversee the completion of the Work and the actions of the Trustee, as provided herein.

1.8 The term "Work" shall mean the response actions or removal actions which are the responsibility of the Respondents pursuant to the Consent Decree, future consent decrees, an order or agreements and such other actions as Respondents deem necessary or prudent to respond to hazardous substances originating from the Site.

2. NAME AND PURPOSE OF THE TRUST.

This Trust establishes the Omega Chemical Superfund Site Trust Fund (the "Fund"). The purpose of the Fund is collecting and disbursing amounts related to the Work in furtherance of Respondents' efforts to manage, resolve, satisfy, mitigate, address, or prevent the liability or potential liability of Respondents imposed by federal, state, or local environmental laws in connection with the Omega Chemical Site.

All property contributed to this Trust will be contributed by or on behalf of Respondents and all income and principal of the Trust shall be held and administered for the benefit of or distributed to the Respondents subject to the duties and powers of the Trustee. Accordingly, the Trust will be an "Environmental Remediation Trust" pursuant to United States Treasury Regulation § 301.7701-4(e), and all Trust income, deductions and credits shall be attributable to the Respondents for federal income tax purposes.

3. CONTRIBUTION TO THE FUND.

3.1 **Initial Payments into the Fund.** As of the date hereof, the Respondents have agreed to make over time contributions in accordance with separate agreements entered into among themselves regarding their respective contribution shares. Respondents' initial contribution shall be their funds contained in an account currently administered by Boone and Associates.

3.2 **Additional Payments to the Fund.** Upon request, based upon cash flow projections provided by the SC, the Trustee shall provide the SC with an accounting which may include an estimate of additional contributions to the Fund necessary to maintain sufficient assets to satisfy the purpose of this Trust as set forth in Section 2 herein. If Respondents determine that an additional contribution is required to ensure the uninterrupted progress and timely completion of the Work, the SC shall certify the amount of such additional contribution to the Trustee and ensure that Respondents are notified promptly. Respondents shall make the necessary payments to the Fund within forty five (45) days thereafter, or upon such time as determined by the Respondents and certified to the Trustee by the SC.

3.3 **No Transferability of Interest.** No interest of any of the Respondents herein, or their obligation to provide funds under this Section, is transferable, except to a successor corporation or corporations, an affiliate or subsidiary, or to a successor entity.

4. DISPOSITIVE PROVISIONS.

4.1 **Payment from the Fund.** During the term of this Trust, the Trustee shall make payments from the Fund as directed by the SC in order to pay all bills and invoices approved for payment in writing by the SC or its authorized delegate. Bills and invoices to be paid by the Trustee after approval by the SC include, but are not limited to, bills from contractor(s) and bills for oversight or administration costs incurred with respect to the Omega Chemical Superfund Site by or on behalf of the Respondents.

4.2 **No Authority to Conduct Business.** The purpose of the Fund is limited to the matters set forth in Section 2 hereof, and this Agreement shall not be construed to confer upon the Trustee any authority to carry on any business activity except to conserve or grow the balance of Trust Funds for eventual use for the purposes set out in Section 2.

4.3 **Time of Termination of Trust.** This Trust shall terminate upon distribution of the Fund described in Section 4.4.

4.4 **Distribution of Fund.** Upon the written determination of the SC to the Trustee that all of the Work for which this Fund has been established has been completed or is no longer required, the Trustee shall liquidate the assets of the Fund and, notwithstanding Section 4.2 hereof, thereupon distribute the remaining trust property, including all accrued, accumulated, and undistributed net income, to each of the Respondents so as to correct their total respective attributions to the Fund to reflect to the extent possible their individual percentage obligations as determined in accordance with Respondents' separate agreements regarding the same. If any Respondent, or its successor, cannot be located within one hundred twenty (120) days after the date of distribution after diligent effort, the Trustee, to the extent permitted by law, shall distribute the share of such missing Respondent to the remaining Respondents in proportion to their respective attributions to the Fund during the term of the Trust. Notwithstanding the foregoing, upon written notice by the Steering Committee to the Trustee, Respondents may elect to terminate this Agreement and require Trustee to disburse all monies in the Fund prior to completion of the Work for which this Fund has been established.

4.5 **Alterations, Amendments, and Revocation.** This Trust Agreement may be altered or amended from time to time, or revoked, by an instrument in writing executed by the Trustee and by a majority of the members of the Steering Committee. No such alteration, amendment, or revocation may conflict with or modify in any respect the sole responsibilities of the Respondents pursuant to the Consent Decree or other agreement.

5. TRUST MANAGEMENT.

The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested in one or more accounts which shall be treated as a single fund without distinction between principal and income. Such investments shall be made in accordance with reasonable guidelines and direction provided to the Trustee by the Steering Committee. All investments shall be made so as to at all times provide sufficient liquidity to meet the anticipated cash needs of the Fund. In investing, reinvesting, exchanging and selling the assets of the Fund, the Trustee shall discharge its duty with respect to the Fund in the primary interest of the accomplishment of

the purposes and objectives of this Trust Agreement. The Trustee, upon the written request of the SC may engage the services of an investment advisor or manager. The Trustee shall not be liable personally for any action or inaction taken in good faith reliance on the advice of such advisor or manager, nor for delegation in good faith of investment decision-making authority to such advisor or manager. The Trustee shall keep or arrange to be kept an accounting of all contributions to and disbursements from the Fund. The Trustee is not responsible for any loss of income or principal with respect to any investments made in accordance with this Agreement except for its negligence or willful misconduct.

The Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; provided, however, that Trustee shall incur no liability to any person for any action taken pursuant to a direction, request or approval given by the SC which is contemplated by, and in conformity with, the terms of this Agreement and is given in writing by the SC.

6. EXPRESS POWERS OF TRUSTEE.

Without limiting the powers and discretion conferred upon the Trustee by any other provisions of this Trust Agreement or by law, the Trustee is expressly authorized and empowered as follows:

6.1 Payment of Expenses of Administration. To incur and pay any and all reasonable charges, expenses and taxes due upon or connected with the Fund in the discharge of its fiduciary obligations under this Agreement. All such payments shall be made using the assets of the Fund.

6.2 Retention of Property. To the extent permitted by law, to hold and retain all or any part of the Fund in the form in which the same may be at the time of the receipt by the Trustee, as long as they shall deem advisable, notwithstanding that the same may not be authorized by the laws of any state or rules of any court for the investment of trust funds, and without any liability for any loss of principal or income by reason of such retention.

6.3 Preservation of Principal. Notwithstanding any other provision in this Agreement, at all times during the term of this Agreement, to hold, invest and reinvest the assets of the Fund, as directed by the SC, in a manner designed to preserve the accrued income and principal of the Fund for the purposes of the Fund.

6.4 Execution of Documents of Transfer. To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted.

6.5 Extension of Obligations and Negotiations of Claims. To renew or extend the time of payments of any obligation payable to or by the Fund for such periods of time and on such terms as determined by the SC and to compromise or otherwise adjust all claims in favor of or against the Fund as authorized by the SC.

6.6 **Litigation.** To institute and defend litigation on behalf of and in the name of the Fund upon approval of the Respondents and under the further direction of the SC, and upon assurance of reasonable indemnity by the Respondents.

6.7 **Execution of Contracts and Agreements.** To make, execute, acknowledge and deliver, as Agent for the Trust, any and all contracts or agreements as may be specifically authorized in this Trust Agreement and otherwise at the direction of the SC.

6.8 **Authority of Trustee.** To do any and all other acts which they shall deem proper to effectuate the purpose hereof and to exercise the powers specifically conferred upon them by this Trust Agreement.

7. ADVICE OF COUNSEL.

The Trustee may from time to time consult with counsel, who may be counsel to the Respondents or any of them, with respect to any question arising as to compliance with the Consent Decree or this Trust Agreement. The Trustee shall provide prior notice to the SC of any such legal consultations respecting this Trust Agreement. The Trustee shall be fully protected, to the extent permitted by law, in acting in reliance upon the advice of counsel and shall be reimbursed for its reasonable legal fees.

8. TRUSTEE COMPENSATION.

The Trustee shall be entitled to reasonable compensation for its services as a Trustee under this Trust Agreement, including reimbursement for expenses reasonably incurred by it in the performance of its duties as Trustee. Fees of the Trustee shall be in accordance with a schedule of such fees to be provided to and approved by the SC prior to execution of this Trust Agreement.

9. INSTRUCTIONS TO THE TRUSTEE.

Notwithstanding any provision herein to the contrary, the Trustee is hereby directed to do the following in addition to other duties set forth in other provisions in this Trust Agreement:

9.1 **Quarterly Reports.** Have prepared quarterly financial reports describing the manner in which all of the assets of the Fund are then invested and the current market value of such assets, as well as the obligations, income, and expenses of the Fund (Trust). Copies of such reports shall be transmitted in writing to the SC.

9.2 **Annual Statements.** Have prepared annual financial statements describing the manner in which all of the assets of the Fund are then invested and the current market value of such assets, as well as the obligations, income, and expenses of the Fund and annual K-1 IRS Forms. All financial statements shall be prepared on an annual accrual basis, and shall be in accordance with Generally Accepted Accounting Principles, applied on a consistent basis. Copies of such statements shall be transmitted in writing to the SC.

9.3 **Respondent Statements.** Furnish to each Respondent, in accordance with United States Treasury Regulation §301.7701-4(e), a statement that shows all items of income,

deduction, and credit of the Trust for such Respondent's taxable year attributable to the portion of the Trust treated as owned by such Respondent. Each such statement must provide the applicable Respondent with the information necessary to take the items into account in computing such Respondent's taxable income, including information necessary to determine the federal tax treatment of the items and how the item should be taken into account under the economic performance rules of Internal Revenue Code Section 461(h) and the regulations thereunder.

9.4 **Counsel.** Periodically and timely advise, consult and confer with and otherwise inform the SC with respect to matters arising out of this Trust Agreement, administration of the Fund, or any other matter which the Trustee, in its discretion, deems appropriate to bring to the attention of the SC.

9.5 **Records.** Maintain records of all actions taken by the Trustee with respect to matters arising out of this Trust Agreement or administration of the Fund. Copies of said records shall be provided to the SC upon request, and upon termination of this Trust said records shall be transmitted, together with all other records of the Trustee, to the SC.

9.6 **SC Status.** The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any member of the SC has occurred.

10. INDEMNIFICATION.

10.1 **Indemnity.** The Trustee acts as Trustee only and not personally. For any contract, obligation or liability made or incurred by the Trustee in good faith, and in accordance with this Agreement, all persons shall look solely to the Fund and not the Trustee personally. The Trustee shall not incur any liability, personal or corporate, of any nature in connection with any act or omission, made in good faith, of the Trustee or the Respondents in the administration of the Fund or otherwise pursuant to this Trust Agreement. The Trustee shall be indemnified and held harmless by the Trust and, to the extent the assets of the Trust are inadequate for such purposes, jointly by the Respondents. This indemnification and hold harmless provision shall cover all expenses reasonably incurred by the Trustee in defense of the aforementioned acts or omissions of the Trustee or the Respondents. Except for the payment of all expenses reasonably incurred, this indemnification shall not apply to any liability arising from a criminal proceeding unless the Trustee had reasonable cause to believe that the conduct in question was lawful.

10.2 **Survival.** The indemnity provision in section 10.1 shall survive the termination of the Trust.

11. RESIGNATION AND REMOVAL OF TRUSTEE.

11.1 **Resignation.** The Trustee may resign at any time by written notice to the SC, which shall be effective 60 days after receipt of such notice unless the SC and the Trustee agree otherwise.

11.2 **Removal.** The Trustee may be removed by the SC on 60 days notice or upon shorter notice accepted by the Trustee.

11.3 **Transfer of Assets.** Upon resignation or removal of the Trustee and appointment of a successor Trustee, all assets shall subsequently be transferred to the successor Trustee. The transfer shall be completed within 60 days after receipt of notice of resignation, removal or transfer, unless the SC extends the time limit.

If the Trustee resigns or is removed, a successor shall be appointed, in accordance with Section 12 hereof, by the effective date of resignation or removal under Sections 11.1 and 11.2 hereof. If no such appointment has been made, the Trustee may apply to a court of competent jurisdiction for appointment of a successor or for instructions. All expenses of the Trustee in connection with the proceeding shall be allowed as administrative expenses of the Trust.

12. APPOINTMENT OF SUCCESSOR.

If the Trustee resigns or is removed in accordance with Sections 11.1 or 11.2 hereof, the Respondents may appoint any qualified third party, such as a bank trust department or other party that may be granted corporate trustee powers under state law, as a successor to replace the Trustee upon resignation or removal. The appointment shall be effective when accepted in writing by the new Trustee, who shall have all of the rights and powers of the former Trustee. The former Trustee shall execute any instrument necessary or reasonably requested by the Respondents or the successor Trustee to evidence the transfer.

13. INTERESTS NOT ASSIGNABLE OR SUBJECT TO CLAIMS OR CREDITORS.

The interest of any Respondent in the Fund shall not be subject to anticipation or assignment nor subject to the claims of any creditor of any Respondent, and any interest reserved to any Respondent shall be made available to the Respondent only upon termination of this Trust pursuant to Section 4.4 herein.

14. CHOICE OF LAW.

This Trust Agreement shall be administered, construed, and enforced according to the laws of the State of California, except to the extent that the Trustee's acts are necessarily governed by the laws of the State of Tennessee, and except to the extent that federal law shall apply to questions arising under the Comprehensive Environmental Response, Compensation and Liability Act, or the National Contingency Plan promulgated thereunder. Venue of any dispute regarding this Agreement shall lie in the Central District of California to the extent that court has jurisdiction, and all parties hereto consent to jurisdiction in that court.

15. INTERPRETATION.

As used in this Trust Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive heading for each Section and Subsection of this Trust Agreement shall not affect the interpretation or the legal efficacy of this Trust Agreement. It is agreed that neither the act of entering into this Trust Agreement nor any contribution to the Fund nor any action taken under this Trust Agreement shall be deemed to constitute an admission of any liability or fault on the part of the Trustee or the Respondent, or any of them, with respect to the Omega Chemical Superfund Site or otherwise, nor does it constitute a

commitment or agreement, either expressed or implied, by any or all of them to undertake any further activities outside the scope of the Work.

16. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. NOTICE.

Any notice required herein shall be given in writing to the signatories hereto, or to their respective designee or designees.

18. EFFECTIVE DATE.

This Agreement shall become effective as of the day and year first written above.

WITNESS the execution hereof by the Trustee:

By: _____, Trustee
For *de maximis, inc.*, Trustee

By: _____

Name of Signatory: _____

Title of Signatory: _____

Telephone Number: _____

Facsimile Number: _____

Email Address: _____

WITNESS the execution hereof by of the authorized representative of _____

Name of Signatory: _____

Title of Signatory: _____

Company Taxpayer Identification Number: _____

Designated Representative for Receipt of Notice and Invoices:

Name: _____

Address: _____

WITNESS the execution hereof by of the authorized representative of Los Angeles County

By: W T Fujioka

Name of Signatory: William T Fujioka

Title of Signatory: Chief Executive Officer

Company Taxpayer Identification Number: 95-6000927

Designated Representative for Receipt of Notice and Invoices:

Name: Jan Takata, Senior Manager

Address: Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 754
Los Angeles, CA 90012

Telephone Number: (213) 974-2274

Facsimile Number: (213) 626-7827

Email Address: jtakata@ceo.lacounty.gov

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By Laurie S. Doherty
Deputy

APPENDIX A

[CONSENT DECREE]

1 TRANSPORTATION;)
2 CALSONIC CLIMATE CONTROL,)
INC.;)
3 CANON BUSINESS MACHINES,)
4 INC.;)
5 CELITE CORP./MANVILLE)
CORPORATION;)
6 CHASE BAG;)
7 CHEMICAL WASTE)
MANAGEMENT, INC.;)
8 CHEROKEE INTERNATIONAL)
INC.;)
9 CITY OF SANTA MARIA;)
10 CORAL INDUSTRIES, INC.;)
11 COUNTY OF LOS ANGELES;)
12 CROSBY & OVERTON, INC.;)
13 DATATRONICS ROMOLAND, INC.)
BOURNS INC.;)
14 DEL MAR AVIONICS;)
15 DEUTSCH COMPANY;)
16 DISNEYLAND CENTRAL PLANT/)
PACIFIC ENTERPRISES;)
17 DOW CHEMICAL COMPANY;)
18 EATON CORPORATION;)
19 FEDERAL ENVELOPE;)
20 FILM SALVAGE COMPANY;)
FOAMEX;)
21 FRESNO UNIFIED SCHOOL)
DISTRICT;)
22 GAF CORP.;)
23 GAISER TOOL COMPANY;)
24 GAMBRO, INC.;)
25 GAMMA-F CORP.;)
26 GATX TERMINALS)
CORPORATION;)
27 THE GEON COMPANY;)
28 GEORGE INDUSTRIES;)
GOLDEN WEST REFINING)

1 COMPANY;)
2 GREAT WESTERN CHEMICAL)
COMPANY;)
3 GSF ENERGY INC.;)
4 GULFSTREAM AEROSPACE)
5 CORPORATION;)
6 HARPERS;)
7 HEXCEL CORPORATION/CIBA-)
GEIGA;)
8 HEXFET AMERICA;)
9 HITACHI HOME ELECTRONICS,)
INC.;)
10 HITCO MATERIALS DIVISION;)
11 HONEYWELL INC./SPERRY;)
12 HUBBEL/MARVIN ELECTRIC MFG.)
CO. INC.;)
13 HUCK MANUFACTURING)
COMPANY;)
14 HUGHES ELECTRONICS;)
15 HUGHES MISSILE SYSTEM/)
GENERAL DYNAMICS;)
16)
17 HUNTINGTON PARK RUBBER)
STAMP;)
18 JAN-KENS ENAMELING)
COMPANY;)
19 K.C. PHOTO ENGRAVING CO.;)
20 KESTER SOLDER;)
21 KIMBERLY CLARK CORP.;)
22 KOLMAR LABORATORIES, INC.;)
23 LA AIRPORT HILTON & TOWERS;)
24 LA COUNTY MTA/SO. CALIFORNIA)
RTD;)
25 LA DEPARTMENT OF AIRPORTS;)
26 LOMA LINDA UNIVERSITY;)
27 LUXFER USA LIMITED;)
28 MANUFACTURING TECHNOLOGY,)
INC.;)

1 MASCO/NORRIS;)
2 MATTEL, INC.;)
3 MAXWELL LABORATORIES, INC.;)
4 THE MAY DEPARTMENT STORES)
5 COMPANY;)
6 MC DONNELL DOUGLAS)
7 HELICOPTER CO.;)
8 MCP FOODS;)
9 MEDEVA PHARMACEUTICALS)
10 (f/k/a MD PHARMACEUTICALS)
11 INC.);)
12 METROPOLITAN WATER)
13 DISTRICT OF SOUTHERN)
14 CALIFORNIA;)
15 MICO WEST;)
16 MICROELECTRONIC PACKAGING,)
17 INC.;)
18 MONTGOMERY TANK LINES, INC.;)
19 NBC;)
20 NMB CORP.;)
21 ONLINE CORP.;)
22 PACESETTERS SYSTEMS INC./)
23 SIEMENS CORPORATION;)
24 PACIFIC BELL;)
25 PACIFIC GAS & ELECTRIC CO.;)
26 PILKINGTON BARNES HIND;)
27 PIONEER VIDEO MFG INC./)
28 DISCOVISION ASSOCIATES;)
PRINTED CIRCUITS UNLIMITED;)
PURTIAN-BENNETT;)
QUAD CHEMICAL;)
QUALITY FABRICATION, INC.;)
DIVERSEY;)
RAYTHEON COMPANY for itself and)
as successor to HUGHES AIRCRAFT)
COMPANY;)
REED & GRAHAM, INC.;)
REICHHOLD CHEMICALS, INC.;)

1	BOND-WELL ADHESIVES;)
2	REMET CORPORATION;)
	RESINART CORP.;)
3	ROBINSON PREZIOSO INC.;)
4	ROCKWELL INTERNATIONAL)
5	CORPORATION;)
	ROGERS CORPORATION;)
6	SAFETY-KLEEN CORP.;)
7	SHELL OIL PRODUCTS COMPANY;)
8	THE SHERWIN-WILLIAMS)
	COMPANY;)
9	SIERRACIN CORPORATION;)
10	SIGMA CASTING CORPORATION;)
	SIGNET ARMORLITE, INC.;)
11	SOUTHERN CALIFORNIA EDISON)
12	CO.;)
	SOUTHERN PACIFIC)
13	TRANSPORTATION CO.;)
14	SPECIFIC PLATING;)
	STRUCTURAL COMPOSITES)
15	INDUSTRIES;)
16	SUPRACOTE, INC.;)
	SWEDLOW, INC.;)
17	TELEDYNE INET, TELEDYNE)
18	LINAIR, TELEDYNE AEROCAL;)
	TELEDYNE CAST PRODUCTS,)
19	TELEDYNE ELECTRONIC)
	TECHNOLOGIES, TELEDYNE)
20	CONTROLS;)
21	TENSION ENVELOPE CORP.;)
	TEXACO INC.;)
22	TITAN CORPORATION;)
23	TODD PACIFIC SHIPYARDS;)
24	TRANSAMERICAN PLASTICS;)
	TREASURE CHEST;)
25	TROY LIGHTING, INC. - TIFFANY)
26	DIVISION;)
	TUBING SEAL CAP./PACIFIC)
27	PRECISION METALS, INC.;)
28)

1 UNITED PARCEL SERVICE, INC.;)
 2 UNIVERSAL CITY STUDIOS,)
 3 UNIVERSAL STUDIOS,)
 4 MCA/ UNIVERSAL STUDIOS, and)
 5 UNIVERSAL TITLE & OPTICAL;)
 6 UNIVERSITY OF CALIFORNIA;)
 7 UNOCAL CORPORATION;)
 8 U.S. NAVY;)
 9 VAN WATERS & ROGERS/UNIVAR;)
 10 VELIE CIRCUITS, INC.;)
 11 WALT DISNEY COMPANY;)
 12 WARNER-LAMBERT COMPANY;)
 13 W&B MARKETING, INC.;)
 14 WEBER AIRCRAFT;)
 15 WESTERN METAL DECORATING)
 16 CO.;)
 17 WHITTIER CITY YARD;)
 18 YELLOW FREIGHT SYSTEMS INC.;)
 19 YORK INTERNATIONAL)
 20 CORPORATION;)
 21)
 22)
 23)
 24)
 25)
 26)
 27)
 28)
 Defendants.)
)
)

CONSENT DECREE

I. BACKGROUND

22 A. The United States of America, on behalf of the Administrator of the United
 23 States Environmental Protection Agency, filed a complaint in this matter pursuant to
 24 Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and
 25 Liability Act.

26 B. The United States in its complaint seeks, inter alia: (1) reimbursement of
 27 costs incurred by the EPA and the Department of Justice for response actions at the Omega
 28 Chemical Corporation Superfund Site in Whittier, California, together with accrued
 interest; and (2) performance of studies and Work by the Settling Work Defendants at the
 Site consistent with the National Contingency Plan.

C. In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. Section
 9622(j)(1), the EPA notified the Federal natural resource trustee on July 21, 1999 of

1 negotiations with potentially responsible parties regarding the release of hazardous
2 substances that may have resulted in injury to the natural resources under Federal
trusteeship and encouraged the trustee to participate in the negotiation of this Consent
Decree.

3
4 D. In accordance with the NCP and Section 121(f)(1)(F) of CERCLA, 42 U.S.C.
Section 9621(f)(1)(F), the EPA notified the State of California on April 16, 1999 of
5 negotiations with potentially responsible parties regarding the implementation of the
response actions to be performed at the Site, and the EPA has provided the State with an
6 opportunity to participate in such negotiations and be a party to this Consent Decree.

7 E. ~~The EPA issued Unilateral Administrative Order 95-13 on May 2, 1995, which
8 amended the same in September 1998. Among other things, the UAO required the removal
of various containers of materials and decommissioning of certain equipment at the Omega
9 Property. The second phase of the UAO also required an investigation of the extent of soil
and groundwater contamination at the Omega Property. In response to the UAO,
10 the Settling Defendants undertook to characterize and remove the various containers from
the Omega Property, decommission equipment, remove grossly contaminated soils and
11 began the investigation of the extent of any soil and groundwater contamination. The
Settling Defendants also have undertaken additional groundwater investigation activities at
the Site.~~

12 F. On April 1, 1999, the EPA issued Special Notice Letters to a group of
13 potentially responsible parties in connection with the Site, including the Settling
Defendants. On May 28, 1999, the Settling Defendants submitted a good-faith response to
14 the Special Notice Letter.

15 G. The Settling Defendants that have entered into this Consent Decree do not
16 admit any liability to the United States or any other person or entity related to the Site or
arising out of the matters alleged in the complaint, nor do they acknowledge that the
17 release or threatened release of hazardous substance(s) at or from the Site constitutes an
imminent or substantial endangerment to the public health or welfare or the environment.
The Settling Federal Agency does not admit any liability arising out of the transactions or
18 occurrences alleged in any counterclaim asserted by the Settling Defendants.

19 H. Pursuant to Section 105 of CERCLA, 42 U.S.C. Section 9605, the EPA placed
the Site on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by
20 publication in the Federal Register on January 22, 1998, 64 Fed. Reg. 2950.

21 I. As a result of the information obtained pursuant to the UAO, an ~~outline~~
~~outline to the statement of work presented a framework for the final statement of work,~~
22 which is attached hereto as Appendix A.

23 J. Pursuant to the attached Statement of Work, the Settling Work Defendants
24 have agreed to perform the Work as set forth therein.

25 K. Based on the information presently available to the EPA, the EPA believes
that the Work will be properly and promptly conducted by the Settling Work Defendants if
26 conducted in accordance with the requirements of this Consent Decree and its Appendices.

27 L. Solely for the purposes of Section 113(j) of CERCLA, the Work to be
performed by the Settling Work Defendants shall constitute a response action taken or
28 ordered by the President.

1995
Unilateral
Admin
Order

1999
Special
Notice
Letters

SITE
Placed on
NPL 1/22/98

Outline
to
Statement
of work

1 M. The Parties recognize, and the Court by entering this Consent Decree finds,
2 that this Consent Decree has been negotiated by the Parties in good faith and
3 implementation of this Consent Decree will expedite the cleanup of the Site and will avoid
4 prolonged and complicated litigation between the Parties, and that this Consent Decree is
5 fair, reasonable, and in the public interest.

6 NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

7 II. JURISDICTION

8 1. This Court has jurisdiction over the subject matter of this action pursuant to
9 28 U.S.C. Sections 1331 and 1345, and 42 U.S.C. Sections 9606, 9607, and 9613(b). This
10 Court also has personal jurisdiction over the Settling Defendants. Solely for the purposes
11 of this Consent Decree, the Settling Defendants waive all objections and defenses that they
12 may have to jurisdiction of the Court or to venue in this District. The Settling Defendants
13 shall not challenge this Court's jurisdiction to enter and enforce this Consent Decree.

14 III. PARTIES BOUND

15 2. This Consent Decree applies to and is binding upon the United States and
16 upon the Settling Defendants and their respective successors and assigns. Any change in
17 ownership or corporate status of a Settling Defendant including, but not limited to, any
18 transfer of assets or real or personal property, shall in no way alter such Settling
19 Defendant's responsibilities under this Consent Decree.

20 3. The Settling Work Defendants shall provide a copy of this Consent Decree to
21 each contractor hired to perform the Work required by this Consent Decree and to each
22 person representing any Settling Work Defendant with respect to the Site or the Work and
23 shall condition all contracts entered into hereunder upon performance of the Work in
24 conformity with the terms of this Consent Decree. The Settling Work Defendants or their
25 contractors shall provide written notice of the Consent Decree to all subcontractors hired
26 to perform any portion of the Work required by this Consent Decree. The Settling Work
27 Defendants shall nonetheless be responsible for ensuring that their contractors and
28 subcontractors perform the Work contemplated herein in accordance with this Consent
Decree. With regard to the activities undertaken pursuant to this Consent Decree, each
contractor and subcontractor shall be deemed to be in a contractual relationship with the
Settling Work Defendants within the meaning of Section 107(b)(3) of CERCLA, 42 U.S.C.
Section 9607(b)(3).

IV. DEFINITIONS

4. Unless otherwise expressly provided herein, terms used in this Consent
Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall
have the meaning assigned to them in CERCLA or in such regulations. Whenever terms
listed below are used in this Consent Decree or in the appendices attached hereto and
incorporated hereunder, the following definitions shall apply:

"CERCLA" shall mean the Comprehensive Environmental Response,
Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq.

"Complaint" shall mean the Complaint filed by the United States, Civil
Action No. _____.

"Consent Decree" shall mean this Consent Decree and all appendices

1 attached hereto which are incorporated into this Consent Decree as noted. In the event of
2 conflict between this Consent Decree and any appendix, this Consent Decree shall control.

3 "Date of Entry" shall mean the date this Consent Decree is signed and
4 entered by a United States District Court Judge for the Central District of California.

5 "Day" shall mean a calendar day unless expressly stated to be a Working
6 Day. "Working Day" shall mean a day other than a Saturday, Sunday, or Federal holiday.
7 In computing any period of time under this Consent Decree, where the last day would fall
8 on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business
9 of the next Working Day.

10 ~~shall mean the [redacted] and cost analysis [redacted]
11 performed by the Settling Defendants pursuant to this Consent Decree, and in
12 accordance with the EPA's Guidance on Conducting Non-Time-Critical Removal Actions
13 Under CERCLA (OSWER-950-0-92, August 1995).~~

14 "EPA" shall mean the United States Environmental Protection Agency and
15 any successor departments or agencies of the United States.

16 "Interest" shall mean interest at the rate specified for interest on investments
17 of the Hazardous Substance Superfund established under Subchapter A of Chapter 98 of
18 Title 26 of the U.S. Code, compounded on October 1 of each year, in accordance with 42
19 U.S.C. Section 9607(a).

20 "National Contingency Plan" or "NCP" shall mean the National Oil and
21 Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of
22 CERCLA, 42 U.S.C. Section 9605, codified at 40 C.F.R. Part 300, and any amendments
23 thereto.

24 "Omega Property" shall mean that portion of the Omega Chemical
25 Corporation Superfund Site, consisting of the Omega Chemical Corporation property,
26 encompassing approximately one acre, located at ~~[redacted]~~
27 ~~[redacted]~~ Whittier, California, Los Angeles County, California.

28 "Operation and Maintenance" or "O & M" shall mean any activities
required under the Operation and Maintenance Plan approved or developed by the EPA
pursuant to this Consent Decree and the Statement of Work.

"Oversight Costs" shall mean all direct and indirect costs, not inconsistent
with the NCP, that the United States incurs in connection with the Work required by this
Consent Decree, including costs incurred in reviewing or developing plans, reports and
other items pursuant to this Consent Decree, verifying the Work, or otherwise
implementing, overseeing, or enforcing this Consent Decree, including, but not limited to,
contractor costs, travel costs, laboratory costs, together with Interest as due. Oversight
Costs shall not include costs incurred directly or indirectly by the State, with the exception
of costs incurred after entry of this Consent Decree in providing oversight services in
accordance with an agreement with EPA for the specific provision of such service.

"Paragraph" shall mean a portion of this Consent Decree identified by an
Arabic numeral or an upper case letter.

"Parties" shall mean the United States, the Settling Federal Agency and the
Settling Defendants, all of whom are signatories hereto.

EECA

Property location

1 "Past Response Costs" shall mean all direct and indirect response costs not
2 inconsistent with the NCP that the United States paid at or in connection with the Site
3 through May 31, 1999, plus Interest. Such Past Response Costs shall not include any costs
4 incurred by the State in connection with, or otherwise related to, the Site.

5 ~~_____~~ shall mean:

6 ~~_____~~ vertical and lateral hydraulic containment of groundwater
7 contamination within the Phase 1a Area; primary
8 documentation of such containment shall occur via piezometric
9 monitoring.

10 ~~_____~~ air emissions standards as will be specified in or required by
11 EPA's Action Memorandum; and

12 ~~_____~~ treatment standards appropriate to expected use or reuse of
13 the extracted groundwater as will be specified in or required
14 by EPA's Action Memorandum.

15 "Phase 1a Area" shall mean the area of soil and groundwater contamination
16 associated with the Omega Property and extending downgradient approximately 100 feet
17 southwest of Burton Street, Milpitas, California. Such area is represented graphically in
18 Appendix B and is incorporated by reference herein.

19 "Plaintiff" shall mean the United States.

20 "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C.
21 Sections 6901 et seq. (also known as the Resource Conservation and Recovery Act).

22 ~~_____~~
23 "Section" shall mean a portion of this Consent Decree identified by a roman
24 numeral.

25 "Settling Cash Defendants" shall mean those Parties listed in Appendix C
26 who are signatories to this Consent Decree, who will participate in this Consent Decree
27 with the other Parties to this Consent Decree primarily through cash payments, and are not
28 involved in performing the Work under this Consent Decree. The term "Settling Cash
29 Defendant" shall also apply to certain affiliates of each Settling Cash Defendant; where the
30 Settling Cash Defendant is a trust, its trustees and successor trustees appointed to carry out
31 the purposes of said trust; where the Settling Cash Defendant is a corporate entity, its
32 corporate successors to potential liability for the Site; and where the Settling Cash
33 Defendant is a partnership, its partners. However, the term "Settling Cash Defendant"
34 shall not include any person or entity with liability for the Site independent of that person's
35 or entity's affiliation with a Settling Cash Defendant, including liability for Waste Material
36 which has not been attributed to a Settling Cash Defendant.

37 "Settling Work Defendants" shall mean those Parties identified in
38 Appendix D, who are signatories to this Consent Decree, who are required to perform the
39 Work, whether they perform the Work by themselves or through any legal entity that they
40 may establish to perform the Work. The term "Settling Work Defendant" shall also apply

what is
piezometric
monitoring

1 to certain affiliates of each Settling Work Defendant: where the Settling Work Defendant is
2 a trust, its trustees and successor trustees appointed to carry out the purposes of said trust;
3 where the Settling Work Defendant is a corporate entity, its corporate successors to
4 potential liability for the Site; and where the Settling Work Defendant is a partnership, its
5 partners. However, the term "Settling Work Defendant" shall not include any person or
6 entity with liability for the Site independent of that person's or entity's affiliation with a
7 Settling Work Defendant, including liability for Waste Material which has not been
8 attributed to a Settling Work Defendant.

9 "Settling Defendants" shall mean the Settling Work Defendants and Settling
10 Cash Defendants.

11 "Settling Federal Agency" shall mean the United States Navy, which is
12 resolving any claims which have been or could be asserted against it with regard to the
13 Work as provided in this Consent Decree.

14 "Site" shall mean the Omega Chemical Corporation Superfund Site listed on
15 the National Priorities List on January 19, 1999, 64 Fed. Reg. 2950.

16 "State" shall mean the State of California and any agencies or
17 instrumentalities thereof.

18 "Statement of Work" or "SOW" shall mean the document attached hereto
19 as Appendix A.

20 "Supervising Contractor" shall mean the principal contractor retained by
21 the Settling Work Defendants to supervise and direct the implementation of the Work
22 under this Consent Decree.

23 "UAO" shall mean the Unilateral Administrative Order No. 95-15 issued by
24 the EPA on May 9, 1995, as amended in September 1995.

25 "United States" shall mean the United States of America and any agencies,
26 departments, or instrumentalities thereof, which includes without limitation EPA, and the
27 Settling Federal Agency

28 "Waste Material" shall mean (1) any "hazardous substance" under Section
101(14) of CERCLA, 42 U.S.C. Section 9601(14); (2) any pollutant or contaminant under
Section 101(33), 42 U.S.C. Section 9601(33); (3) any "solid waste" under Section 1004(27)
of RCRA, 42 U.S.C. Section 6903(27); and (4) or as any of the foregoing terms are defined
under any appropriated or applicable provisions of California law.

~~"Work" shall mean the response actions which the Settling Work
Defendants are required to perform under this Consent Decree, to wit: (i) conduct an
Engineering Evaluation/Cost Analysis (EE/CA); (ii) implement the response action within
the Phase 1a Area to be selected in the EPA Action Memorandum; (iii) implement a soils
Remedial Investigation/Ferisibility Study (RI/FS) for contamination in the vadose zone
within the Phase 1a Area; (iv) perform a risk assessment for potential contamination
resulting from the release or threatened release of hazardous substances from the Omega
Property within the Phase 1a Area; and (v) install three groundwater monitoring wells at
two or three locations downgradient of the Phase 1a Area and upgradient of water supply
well 30P3, each as further described in the SOW. The soils RI/FS and risk assessment
required under (iii) and (iv) above will be focused on the Omega Property itself.~~

1 ~~contamination exists on adjacent properties is attributable to releases on the Orange~~
2 ~~Property, then investigations would extend to these other sites.~~

3 V. GENERAL PROVISIONS

4 5. Objectives of the Parties.

5 ~~The objectives of the Parties in entering into this Consent Decree are: (i) to~~
6 ~~protect public health, welfare and the environment by performing the Work, (ii) to~~
7 ~~reimburse Past Response Costs of the Plaintiff, and (iii) to partially resolve the claims of~~
8 ~~Plaintiff against Settling Defendants, and the claims of the Settling Defendants which have~~
9 ~~been or could have been asserted against the Settling Federal Agency, with respect to the~~
10 ~~Work, each as provided for herein.~~

11 6. This Consent Decree requires the Settling Work Defendants to conduct the
12 Work in accordance with all workplans approved by EPA under this Consent Decree, to
13 meet the Performance Standards specified herein and to perform all O&M activities
14 required by the Operation and Maintenance Plan approved or developed by the EPA.

15 VI. ~~PLAINTIFF'S OBLIGATIONS~~

16 7. Commitments by the Settling Defendants and Settling Federal Agency.

17 a. The Settling Work Defendants shall perform the Work in accordance
18 with this Consent Decree, the SOW, and all work plans and other plans, standards,
19 specifications, and schedules set forth herein or developed by the Settling Work Defendants
20 and approved by the EPA pursuant to this Consent Decree, ~~as well as any modifications~~
21 ~~made thereto pursuant to the terms of this Consent Decree.~~ The Settling Work Defendants
22 shall continue to implement the Work and perform O&M until the Performance Standards
23 are achieved and for so long thereafter as is otherwise required by this Consent Decree.
24 ~~The Settling Work Defendants shall also reimburse the United States for Past Response~~
25 ~~Costs and Oversight Costs as provided in this Consent Decree.~~

26 b. The obligations of the Settling Work Defendants to perform the Work
27 and the obligation of the Settling Work Defendants to pay amounts owed the United States
28 under this Consent Decree are joint and several. In the event of the insolvency or other
failure of any one or more Settling Work Defendants to implement the requirements of this
Consent Decree, the remaining Settling Work Defendants shall complete all such
requirements.

29 c. The Settling Cash Defendants shall cooperate with the EPA and the
Settling Work Defendants to effectuate the purposes of this Consent Decree, including, but
not limited to, those obligations set forth in Section XV (Obligations of Settling Cash
Defendants).

30 8. Compliance With Applicable Law.

31 All activities undertaken by Settling Defendants pursuant to this Consent
32 Decree shall be performed in accordance with the requirements of all applicable Federal
33 and State laws and regulations. The Settling Work Defendants must also comply with all
34 applicable or relevant and appropriate requirements of all Federal and State laws as set
35 forth in the SOW or as otherwise authorized pursuant to this Consent Decree. The
36 activities conducted pursuant to this Consent Decree, if approved by the EPA, shall be
37 considered to be consistent with the NCP.
38

Past
Response
Costs

1 9. Permits.

2 a. As provided in Section 121(e) of CERCLA and Section 300.400(e) of
3 the NCP, no permit shall be required for any portion of the Work conducted within the
4 Site or in close proximity and necessary for implementation of the Work. Where any
5 portion of the Work outside the Site requires a Federal or State permit or approval, the
6 Settling Work Defendants shall submit timely and complete applications and take all other
7 actions necessary to obtain all such permits or approvals. The EPA agrees to cooperate
8 with and assist the Settling Work Defendants in obtaining any necessary permits or
9 approvals.

10 b. The Settling Work Defendants may seek relief under the provisions of
11 Section XVIII (Force Majeure) of this Consent Decree for any delay in the performance of
12 the Work resulting from a failure to obtain, or a delay in obtaining, any permit required
13 for the Work.

14 c. This Consent Decree is not, and shall not be construed to be, a permit
15 issued pursuant to any Federal or State statute or regulation.

16 10. Selection of Supervising Contractor.

17 a. All aspects of the Work to be performed by the Settling Work
18 Defendants pursuant to Sections VI (Performance by Settling Defendants), VII (Quality
19 Assurance, Sampling and Data Analysis), and XIV (Emergency Response) of this Consent
20 Decree shall be under the direction and supervision of the Supervising Contractor, the
21 selection of which shall be subject to the disapproval of the EPA. ~~Within ten (10) days after~~
22 ~~the Date of Entry of this Consent Decree, the Settling Work Defendants shall notify the~~
23 ~~EPA in writing of the name, title, and qualifications of any contractor proposed to be the~~
24 ~~Supervising Contractor. The EPA will issue a notice of disapproval or an authorization to~~
25 ~~proceed. If at any time thereafter, the Settling Work Defendants propose to change a~~
26 ~~Supervising Contractor, the Settling Work Defendants shall give such notice to the EPA~~
27 ~~and must obtain an authorization to proceed from the EPA before the new Supervising~~
28 ~~Contractor performs, directs, or supervises any Work under this Consent Decree. The~~
EPA shall not unreasonably withhold or delay authorization of the Contractor.

 b. If the EPA disapproves a proposed Supervising Contractor, the EPA
will notify the Settling Work Defendants in writing. The Settling Work Defendants shall
submit to the EPA a list of contractors, including the qualifications of each contractor, that
would be acceptable to them within thirty (30) days of receipt of the EPA's disapproval of
the contractor previously proposed. The EPA will provide written notice of the names of
any contractor(s) that it disapproves and an authorization to proceed with respect to any of
the other contractors. The Settling Work Defendants may select any contractor from that
list that is not disapproved and shall notify the EPA of the name of the contractor selected
within twenty-one (21) days of the EPA's authorization to proceed.

 c. If the EPA fails to provide written notice of its authorization to
proceed or disapproval as provided in this Paragraph and this failure prevents the Settling
Work Defendants from meeting one or more deadlines in a plan approved by the EPA
pursuant to this Consent Decree, the Settling Work Defendants may seek relief under the
provisions of Section XVIII (Force Majeure) hereof.

 11. Modification to the SOW or Related Deliverables.

Supervising
Contractor

1 a. If the EPA determines that modifications to the tasks specified in the
2 SOW or related deliverables developed pursuant to the SOW are necessary to achieve the
3 Performance Standards, the EPA may require that such modifications be incorporated in
4 the SOW or such deliverables, as appropriate; provided, however, that any modification
5 may only be required to the extent that it does not enlarge the scope of Work agreed to in
6 this Consent Decree or alter the Performance Standards.

7 b. If the Settling Work Defendants object to any modification
8 determined by the EPA to be necessary pursuant to this Paragraph, they may seek dispute
9 resolution pursuant to Section XIX (Dispute Resolution). The SOW, EE/CA and/or related
10 deliverables shall be modified in accordance with final resolution of the dispute.

11 c. Subject to the Dispute Resolution procedures herein, the Settling
12 Work Defendants shall implement any tasks required by any modifications pursuant to
13 this Paragraph.

14 d. Nothing in this Paragraph shall be construed to limit the EPA's
15 authority to require performance of further response actions except as otherwise provided
16 in this Consent Decree, nor to waive the Settling Defendants' respective rights to oppose
17 any such requirements.

18 12. The Settling Defendants acknowledge and agree that nothing in this Consent
19 Decree or any appendices hereto constitutes a warranty or representation of any kind by
20 Plaintiff that compliance with the implementation of requirements set forth in the SOW
21 and the deliverables will achieve the Performance Standards.

22 13. The Settling Work Defendants shall, prior to any off-site shipment of Waste
23 Material from the Site to ~~an appropriate waste management facility~~, provide written
24 notification to the appropriate state environmental official in the receiving facility's state
25 and to the EPA Project Coordinator of such shipment of Waste Material. However, this
26 notification requirement shall not apply to any off-site shipments when the total volume of
27 all such shipments will not exceed 10 cubic yards.

28 a. The Settling Work Defendants shall include in the written notification
the following information, where available: (1) the name and location of the facility to
which the Waste Material is to be shipped; (2) the type and quantity of the Waste Material
to be shipped; (3) the expected schedule for the shipment of the Waste Material; and (4) the
method of transportation. The Settling Work Defendants shall notify the state in which the
planned receiving facility is located of major changes in the shipment plan, such as a
decision to ship the Waste Material to another facility within the same state, or to a facility
in another state.

b. The identity of the receiving facility and state will be determined by
the Settling Work Defendants following the award of the contract for Remedial Action
construction. The Settling Work Defendants shall provide the information required by
Paragraph 13a as soon as practicable after the award of the contract and before the Waste
Material is actually shipped.

1 VII. QUALITY ASSURANCE, SAMPLING, AND DATA ANALYSIS

2 14. The Settling Work Defendants shall use quality assurance, quality control,
3 and chain of custody procedures for all treatability, design, compliance and monitoring
4 samples in accordance with the SOW. ~~Prior to the commencement of any monitoring~~
5 ~~project under this Consent Decree, the Settling Work Defendants shall submit to the EPA~~
6 ~~for approval, a Quality Assurance Project Plan ("QAPP") that is consistent with the SOW,~~
7 ~~the NCP and applicable guidance documents.~~ If relevant to the proceeding, the Parties
8 agree that validated sampling data generated in accordance with the QAPP(s) and
9 reviewed and approved by the EPA shall be admissible as evidence, without objection, in
10 any proceeding under this Consent Decree. The Settling Work Defendants shall ensure
11 that the EPA personnel and its authorized representatives are allowed access at reasonable
12 times to all laboratories utilized by the Settling Work Defendants in implementing this
13 Consent Decree. In addition, the Settling Work Defendants shall ensure that such
14 laboratories shall analyze all samples submitted by the EPA pursuant to the QAPP for
15 quality assurance monitoring. The Settling Work Defendants shall ensure that the
16 laboratories they utilize for the analysis of samples taken pursuant to this Consent Decree
17 perform all analyses according to accepted EPA methods. The Settling Work Defendants
18 shall ensure that all laboratories they use for analysis of samples taken pursuant to this
19 Consent Decree participate in an EPA or EPA-equivalent QA/QC program. The Settling
20 Work Defendants shall ensure that all field methodologies utilized in collecting samples for
21 subsequent analysis pursuant to this Consent Decree will be conducted in accordance with
22 the procedures set forth in the QAPP approved by the EPA.

23 15. Upon request, the Settling Work Defendants shall allow split or duplicate
24 samples to be taken by the EPA or their authorized representatives. The Settling Work
25 Defendants shall notify the EPA not less than ten (10) days in advance of any sample
26 collection activity unless shorter notice is agreed to by the EPA. In addition, the EPA shall
27 have the right to take any additional samples that the EPA deems necessary. Upon request,
28 the EPA shall allow the Settling Work Defendants to take split or duplicate samples of any
samples it takes as part of the Plaintiff's oversight of the Settling Work Defendants'
implementation of the Work.

16 16. The Settling Work Defendants shall submit two copies to the EPA and one
17 copy to the State of the results of all sampling and/or tests or other data obtained or
18 generated by or on behalf of the Settling Work Defendants with respect to the
19 implementation of this Consent Decree unless the EPA agrees otherwise.

20 17. Notwithstanding any provision of this Consent Decree, the United States
21 hereby retains all of its information gathering and inspection authorities and rights,
22 including enforcement actions related thereto, under CERCLA, RCRA and any other
23 applicable statutes or regulations and the Settling Defendants retain their respective rights
24 to oppose any such authorities and rights.

25 VIII. ACCESS

26 18. Commencing upon the Date of Lodging of this Consent Decree, the Settling
27 Defendants agree to provide the United States and its representatives, including the EPA
28 and its contractors, access at all reasonable times to the Site and any other property to
which access is required for the implementation of this Consent Decree, to the extent access
to the subject property is controlled by the Settling Defendants, for the purposes of
conducting any activity related to this Consent Decree including, but not limited to:

QAPP
Qual.
Assurance
Project
Plan

SAMPLING

- 1 a. Monitoring the Work or any other activities taking place on the
2 property;
- 3 b. Verifying any data or information submitted to the United States;
- 4 c. Conducting investigations relating to contamination at or near the
5 Site;
- 6 d. Obtaining samples;
- 7 e. Assessing the need for, planning, or implementing additional response
8 actions at or near the Site;
- 9 f. Inspecting and copying non-legally privileged or joint defense
10 privileged records, operating logs, contracts, or other documents maintained or generated
11 by the Settling Defendants or their agents, consistent with Section XXIV (Access to
12 Information);
- 13 g. Implementing the Work pursuant to the conditions set forth in
14 Paragraph 75 of this Consent Decree; and
- 15 h. Assessing the Settling Work Defendants' compliance with this
16 Consent Decree.

17 19. To the extent that the Site or any other property to which access is required
18 for the implementation of this Consent Decree is owned or controlled by persons other than
19 the Settling Defendants, Settling Work Defendants shall use best efforts to obtain access
20 from such persons for the Settling Work Defendants, as well as for the United States on
21 behalf of EPA, and the State, as well as their representatives (including contractors), for
22 the purpose of conducting any activity related to implement the Work pursuant to this
23 Consent Decree. If after using best efforts, the Settling Work Defendants are unable to
24 obtain such access, the Settling Work Defendants shall apply to the United States to obtain
25 such access. Settling Work Defendants shall detail all steps taken to obtain access with any
26 such application. The United States shall, thereafter, take such steps as it deems
27 appropriate to obtain such access. The Settling Work Defendants shall reimburse the
28 United States in accordance with the procedures in Section XVI (Reimbursement of United
States' Response Costs), for all costs incurred, direct or indirect, by the United States in
obtaining such access including, but not limited to, the cost of attorney time. Until such
access is obtained, the Settling Work Defendants shall not be considered in non-compliance
with this Consent Decree and no penalties shall accrue as a result of the Settling Work
Defendants' inability to obtain such access. Neither the Settling Work Defendants nor any
such contractor shall be considered an agent of the United States; provided, however, that
the EPA may authorize the Settling Work Defendants to act as EPA's authorized
representative with respect to the Site.

24 a. For purposes of Paragraph 19 of this Consent Decree, "best efforts" may
25 include the payment of reasonable sums of money in consideration of access.

26 Notwithstanding the foregoing, the term "best efforts" shall not require the payment of
27 sums of money to any of the current or past owners and operators of the Site, including
28 but not limited to, the current and past owners and operators of the Site, including
or affiliated directly or indirectly with the current or past owners or operators of the Site.

27 If any access required by Paragraph 19 of this Consent Decree is not obtained within 45
28 days of the date of entry of this Consent Decree, Settling Work Defendants shall promptly
notify the United States in writing, and shall include in that notification a summary of the

1 steps that Settling Work Defendants have taken to attempt to comply with Paragraph of
2 this Consent Decree. The United States may, as it deems appropriate, assist Settling Work
3 Defendants in obtaining access. Settling Work Defendants shall reimburse the United
4 States in accordance with the procedures in Section XVI (Reimbursement of United States'
5 Response Costs), for all costs incurred, direct or indirect, by the United States in obtaining
6 such access, including but not limited to, the cost of attorney time and the amount of
7 monetary consideration paid or just compensation.

8 b. If EPA determines that land/water use restrictions in the form of state or
9 local laws, regulations, ordinances or other governmental controls are needed to implement
10 the remedy selected in the SOW, ensure the integrity and protectiveness thereof, or ensure
11 non-interference therewith, Settling Work Defendants shall cooperate with EPA's efforts to
12 secure such governmental controls.

13 20. Notwithstanding any provision of this Consent Decree, the United States
14 retains all of its access authorities and rights, as well as all of its rights to require
15 land/water use restrictions, including enforcement authorities related thereto, under
16 CERCLA, RCRA and any other applicable statute or regulations and the Settling Work
17 Defendants retain their respective rights to oppose any such authorities and rights.

18 IX. REPORTING REQUIREMENTS

19 21. In addition to any other requirement of this Consent Decree, the Settling
20 Work Defendants shall submit two copies to the EPA and one copy to the State of written
21 ~~quarterly progress reports~~ that: (a) describe the actions which have been taken toward
22 achieving compliance with this Consent Decree during the previous quarter; (b) include a
23 summary of all validated results of sampling and tests and other relevant data received or
24 generated by the Settling Work Defendants or their contractors or agents in the previous
25 quarter; (c) identify all deliverables, plans and other deliverables required by this Consent
26 Decree completed and submitted during the previous quarter; (d) describe all actions,
27 including, but not limited to, data collection and implementation of deliverables, which are
28 scheduled for the next quarter and provide other information relating to the progress of
construction, including, but not limited to, critical path diagrams, Gant charts and Pert
charts; (e) include information regarding percentage of completion, unresolved delays
encountered or anticipated that may affect the future schedule for implementation of the
Work, and a description of efforts made to mitigate those delays or anticipated delays; (f)
include any modifications to the deliverables or other schedules that the Settling Work
Defendants have proposed to the EPA or that have been approved by the EPA; and (g)
describe all activities undertaken in support of the Community Relations Plan during the
previous quarter and those to be undertaken in the next twelve weeks. The Settling Work
Defendants shall submit these progress reports to the EPA and the State by the tenth day of
the first month of the next quarter following the lodging of this Consent Decree until
completion of the Work. Upon request by the EPA, the Settling Work Defendants shall also
provide briefings for the EPA to discuss the progress of the Work.

22 22. The Settling Work Defendants shall notify the EPA and the State of any
23 change in the schedule described in the quarterly progress report for the performance of
24 any activity, including, but not limited to, data collection and implementation of work
25 plans, no later than seven days prior to the performance of the activity.

26 23. Upon the occurrence of any event during performance of the Work that the
27 Settling Work Defendants are required to report pursuant to Section 103 of CERCLA or
28 Section 304 of the Emergency Planning and Community Right-to-Know Act (EPCRA), the
Settling Work Defendants shall within 24 hours of the onset of such event orally notify the

Quarterly
progress
reports

1 EPA Project Coordinator or the Alternate EPA Project Coordinator (in the event of the
2 unavailability of the EPA Project Coordinator), or, in the event that neither the EPA
3 Project Coordinator or the Alternate EPA Project Coordinator is available, the Emergency
4 Response Section, Region 9, United States Environmental Protection Agency. These
5 reporting requirements are in addition to the reporting required by CERCLA Section 103
6 or EPCRA Section 304.

7
8 24. Within ten (10) days of the onset of such an event, the Settling Work
9 Defendants shall furnish to Plaintiff and the State a written report, signed by the Settling
10 Work Defendants' Project Coordinator, setting forth the events which occurred and the
11 measures taken, and to be taken, in response thereto. Within twenty-one (21) days of the
12 conclusion of such an event, Settling Work Defendants shall submit a report setting forth
13 all actions taken in response thereto.

14 25. The Settling Work Defendants shall submit two copies of all final plans,
15 reports, and data required by the SOW, the EE/CA, or any other approved plans to the
16 EPA and one copy of each to the State in accordance with the schedules set forth in such
17 plans.

18 26. All reports and other documents submitted by the Settling Work Defendants
19 to the EPA and the State (other than the quarterly progress reports referred to above)
20 which document the Settling Work Defendants' compliance with the terms of this Consent
21 Decree shall be signed by an authorized representative of the Settling Work Defendants.

22 X. EPA APPROVAL OF PLANS AND OTHER SUBMISSIONS

23 27. After review of any plan, report or other item which is required to be
24 submitted for approval pursuant to this Consent Decree, the EPA, shall: (a) approve, in
25 whole or in part, the submission; (b) approve the submission upon specified conditions; (c)
26 modify the submission to cure the deficiencies; (d) disapprove, in whole or in part, the
27 submission, directing that the Settling Work Defendants modify the submission; or (e) any
28 combination of the above. However, the EPA shall not modify a submission without first
providing the Settling Work Defendants at least one notice of deficiency and an
opportunity to cure within thirty (30) days, except where to do so would cause serious
disruption to the Work or where previous submission(s) have been disapproved due to
material defects and the deficiencies in the submission under consideration indicate a bad
faith lack of effort to submit an acceptable deliverable.

29 28. In the event of approval, approval upon conditions, or modification by the
30 EPA, pursuant to Paragraph 27, the Settling Work Defendants shall proceed to take any
31 action required by the plan, report, or other item, as approved or modified by the EPA
32 subject only to their right to invoke the Dispute Resolution procedures set forth in Section
33 XIX (Dispute Resolution) with respect to the modifications or conditions made by the EPA.
34 In the event that the EPA modifies the submission to cure the deficiencies pursuant to
35 Paragraph 27 and the submission has a material defect, the EPA retains its right to seek
36 stipulated penalties, as provided in Section XX (Stipulated Penalties).

37 29. a. Upon receipt of a notice of disapproval pursuant to Paragraph 27, the
38 Settling Work Defendants shall, within thirty (30) days or such longer time as specified by
the EPA in such notice, correct the deficiencies and resubmit the plan, report, or other item
for approval. Any stipulated penalties applicable to the submission, as provided in Section
XX, shall accrue during the thirty (30) day period or otherwise specified period but shall
not be payable unless the resubmission is disapproved or modified due to a material defect
as provided in Paragraphs 27 and 28.

1 b. Notwithstanding the receipt of a notice of disapproval pursuant to
2 Paragraph 27, the Settling Work Defendants shall proceed, at the direction of the EPA, to
3 take any action required by any non-deficient portion of the submission. Implementation
4 of any non-deficient portion of a submission shall not relieve the Settling Work Defendants
5 of any liability for stipulated penalties under Section XX (Stipulated Penalties).

6 30. In the event that a resubmitted plan, report or other item, or portion thereof,
7 is disapproved by the EPA, the EPA may again require the Settling Work Defendants to
8 correct the deficiencies, in accordance with the preceding Paragraphs. The EPA also
9 retains the right to modify or develop the plan, report or other item. The Settling Work
10 Defendants shall implement any such plan, report, or item as modified or developed by the
11 EPA, subject only to their right to invoke the procedures set forth in Section XIX (Dispute
12 Resolution).

13 31. If upon resubmission, a plan, report, or item is disapproved or modified by
14 the EPA due to a material defect, the Settling Work Defendants shall be deemed to have
15 failed to submit such plan, report, or item timely and adequately unless the Settling Work
16 Defendants invoke the dispute resolution procedures set forth in Section XIX (Dispute
17 Resolution) and Section XX (Stipulated Penalties) shall govern the implementation of the Work and accrual and
18 payment of any stipulated penalties during Dispute Resolution. If the EPA's disapproval
19 or modification is upheld, stipulated penalties shall accrue for such violation from the date
20 on which the initial submission was originally required, as provided in Section X.

21 32. All plans, reports, and other items required to be submitted to the EPA
22 under this Consent Decree shall, upon approval or modification by the EPA, be enforceable
23 under this Consent Decree. In the event the EPA approves or modifies a portion of a plan,
24 report, or other item required to be submitted to the EPA under this Consent Decree, the
25 approved or modified portion shall be enforceable under this Consent Decree.

26 XI. PROJECT COORDINATORS

27 33. Within twenty (20) days of lodging of this Consent Decree, the Settling Work
28 Defendants and the EPA will notify each other, in writing, of the name, address and
telephone number of their respective designated Project Coordinators and Alternate
Project Coordinators. If a Project Coordinator or Alternate Project Coordinator initially
designated is changed, the identity of the successor will be given at least five (5) working
days before the changes occur, unless impracticable, but in no event later than the actual
day the change is made. The Settling Work Defendants' Project Coordinator shall be
subject to disapproval by the EPA and shall have the technical expertise sufficient to
adequately oversee all aspects of the Work. The Settling Work Defendants' Project
Coordinator shall not be an attorney for any of the Settling Defendants in this matter. He
or she may assign other representatives, including other contractors, to serve as a
representative for oversight of performance of daily operations necessary to conduct the
Work.

34. Plaintiff may designate other representatives, including, but not limited to,
the EPA employees, and federal contractors and consultants, to observe and monitor the
progress of any activity undertaken pursuant to this Consent Decree. The EPA's Project
Coordinator and Alternate Project Coordinator shall have the authority lawfully vested in
a Remedial Project Manager (RPM) and an On-Scene Coordinator (OSC) by the National
Contingency Plan, 40 C.F.R. Part 300. In addition, the EPA's Project Coordinator or
Alternate Project Coordinator shall have authority, consistent with the National
Contingency Plan, to halt any Work required by this Consent Decree and to take any

EPA +
Settling
Parties
designate
Project
Coordinator

1 necessary response action when s/he determines under this Consent Decree that conditions
2 constitute an emergency situation or may present an immediate threat to public health or
welfare or the environment due to release or threatened release of Waste Material.

3 **XII. ASSURANCE OF ABILITY TO COMPLETE WORK**

4 35. Within 30 days of entry of this Consent Decree, the Settling Work
5 Defendants shall establish and maintain financial security in the amount of Fifteen Million
Dollars (\$15,000,000) in one or more of the following forms;

- 6 a. A surety bond guaranteeing performance of the Work;
- 7 b. One or more irrevocable letters of credit equaling the total estimated
8 cost of the Work;
- 9 c. A trust fund;
- 10 d. A guarantee to perform the Work by one or more parent corporations
11 or subsidiaries, or by one or more unrelated corporations that have a substantial business
12 relationship with at least one of the Settling Work Defendants;
- 13 e. A demonstration that one or more of the Settling Work Defendants
14 satisfy the requirements of 40 C.F.R. Part 264.143(f);
- 15 f. A letter from a number of the Settling Work Defendants forwarding
16 their annual reports.

17 36. If the Settling Work Defendants seek to demonstrate the ability to complete
18 the Work through a guarantee by a third party pursuant to Paragraph 35(d) of this
19 Consent Decree, the Settling Work Defendants shall demonstrate that the guarantor
20 satisfies the requirements of 40 C.F.R. Part 264.143(f). If the Settling Work Defendants
21 seek to demonstrate their ability to complete the Work by means of the financial test or the
22 corporate guarantee pursuant to Paragraph 35(d) or (e), they shall resubmit sworn
23 statements conveying the information required by 40 C.F.R. Part 264.143(f) annually, on
24 the anniversary of the effective date of this Consent Decree. In the event that the EPA
25 determines at any time that the financial assurances provided pursuant to this Section are
26 inadequate, the Settling Work Defendants shall, within 30 days of receipt of notice of the
27 EPA's determination, obtain and present to the EPA for approval one of the other forms of
28 financial assurance listed in Paragraph 35 of this Consent Decree. The Settling Work
Defendants' inability to demonstrate financial ability to complete the Work shall not excuse
performance of any activities required under this Consent Decree.

29 37. If the Settling Work Defendants can show that the estimated cost to complete
30 the remaining Work has diminished below the amount set forth in Paragraph 35 above
31 after entry of this Consent Decree, the Settling Work Defendants may, on any anniversary
32 date of entry of this Consent Decree, or at any other time agreed to by the Settling Work
33 Defendants and EPA, reduce the amount of the financial security provided under this
34 Section to the estimated cost of the remaining Work to be performed. The Settling Work
35 Defendants shall submit a proposal for such reduction to the EPA, in accordance with the
36 requirements of this Section, and may reduce the amount of the security upon approval by
37 the EPA. In the event of a dispute, the Settling Work Defendants may reduce the amount
38 of the security in accordance with the final administrative or judicial decision resolving the
dispute.

SM
Security

1 38. The Settling Work Defendants may change the form of financial assurance
2 provided under this Section at any time, upon notice to and approval by the EPA, provided
3 that the new form of assurance meets the requirements of this Section. In the event of a
4 dispute, the Settling Work Defendants may change the form of the financial assurance only
5 in accordance with the final administrative or judicial decision resolving the dispute.

6 XIII. CERTIFICATION OF COMPLETION

7 39. Completion of the Work.

8 a. Within 90 days after the Settling Work Defendants conclude that all
9 phases of the Work as set forth in this Consent Decree, excluding any required O & M,
10 have been fully performed and the Performance Standards have been attained, the Settling
11 Work Defendants shall schedule and conduct an inspection to be attended by the Settling
12 Work Defendants and the EPA. This request for certification of completion of the Work
13 shall not relieve Settling Work Defendants of their obligation to perform O&M as required
14 by this Consent Decree. If, after the inspection, the Settling Work Defendants still believe
15 that the Work has been fully performed, the Settling Work Defendants shall submit a
16 written report by a registered professional engineer or geologist stating that the Work has
17 been completed in full satisfaction of the requirements of this Consent Decree. The report
18 shall contain the following statement, signed by a responsible corporate official of a Settling
19 Work Defendant or the Settling Work Defendants' Project Coordinator:

20 "To the best of my knowledge, after thorough investigation, I certify
21 that the information contained in or accompanying this submission is true,
22 accurate and complete. I am aware that there are significant penalties for
23 submitting false information, including the possibility of a fine and
24 imprisonment for knowing violations."

25 If, after review of the written report, the EPA determines that any portion of
26 the Work has not been completed in accordance with this Consent Decree or that the
27 Performance Standards have not been attained, the EPA will notify the Settling Work
28 Defendants in writing of the activities that must be undertaken by the Settling Work
29 Defendants pursuant to this Consent Decree to complete the Work and to achieve the
30 Performance Standards. Provided, however, that the EPA may only require the Settling
31 Work Defendants to perform such activities pursuant to this Paragraph to the extent that
32 such activities are consistent with the scope of the SOW. The EPA will set forth in the
33 notice a schedule for performance of such activities consistent with the Consent Decree, the
34 EE/CA and the SOW or require the Settling Work Defendants to submit a schedule to the
35 EPA for approval pursuant to Section X (EPA Approval of Plans and Other Submissions).
36 The Settling Work Defendants shall perform all activities described in the notice in
37 accordance with the specifications and schedules established therein, subject to their right
38 to invoke the dispute resolution procedures set forth in Section XIX (Dispute Resolution).

39 b. If the EPA concludes, based on the initial or any subsequent request
40 for Certification of Completion by the Settling Work Defendants that the Work has been
41 performed in accordance with this Consent Decree and that the Performance Standards
42 have been achieved, the EPA will so notify the Settling Work Defendants in writing.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

XIV. EMERGENCY RESPONSE

40. Settling Work Defendants have an obligation to immediately notify the EPA's Project Coordinator, or, if the Project Coordinator is unavailable, the EPA's Alternate Project Coordinator, if neither of these persons is available, the Settling Work Defendants shall notify the EPA Emergency Response Unit, Region 9, and the appropriate local, and State authorities of any action or occurrence at the Site of which they become aware that causes or threatens a release of Waste Material that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment. In the event of any action or occurrence during the performance of the Work by Settling Work Defendants which causes or threatens a release of Waste Material from the Phase 1a Area, Settling Work Defendants shall, subject to Paragraph 41, immediately take all appropriate action to prevent, abate, or minimize such release or threat of release. The Settling Work Defendants shall take such actions in consultation with the EPA's Project Coordinator or other available authorized EPA officer and in accordance with all applicable provisions of the Health and Safety Plans, the Contingency Plans, and any other applicable plans or documents developed pursuant to the SOW. In the event that the Settling Work Defendants fail to take appropriate response action as required by this Section, and the EPA takes such action instead, the Settling Work Defendants shall reimburse the EPA all costs of the response action not inconsistent with the NCP pursuant to Section XVI (Reimbursement of United States' Response Costs). The responsibility of the Settling Work Defendants to take action, other than notification, and/or reimburse the EPA for response costs in connection with this Paragraph only applies with respect to an action or occurrence caused by the Settling Work Defendants, their agents and/or contractors.

41. Nothing in the preceding Paragraph or in this Consent Decree shall be deemed to limit any authority of the United States (a) to take all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, (b) to direct or order such action, or seek an order from the Court, to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, subject to Section XXI (Covenants by Plaintiff), or (c) to seek recovery of response costs for actions taken pursuant to this Paragraph.

1 **XV. OBLIGATIONS OF SETTLING CASH DEFENDANTS**

2 42. a. No later than thirty (30) days following the Date of Entry of this
3 Consent Decree, all funds to be paid by or on behalf of each Settling Cash Defendant shall
4 be deposited into a Qualified Settlement Fund under Treas. Reg. §1.468(b) and Treas. Reg.
5 §301.7701-4(e) or such other funding mechanism established and designated by mutual
6 agreement of the Settling Defendants, in contribution toward the Work; toward payment of
7 Past Response Costs and Oversight Costs, and fulfilling legal obligations related to the
8 Work. Notwithstanding the foregoing sentence, certain Settling Cash Defendants have
9 negotiated an arrangement with the Settling Work Defendants whereby such Settling Cash
10 Defendants listed on Exhibit F hereto, rather than making a lump sum payment will make
11 payments according to the payment schedules set forth on Exhibit F attached hereto. Such
12 Settling Cash Defendants who are making periodic payments shall be subject to the
13 provisions pertaining to the failure to make such payments in the manner and at such times
14 as agreed upon. ~~Each Settling Cash Defendant's obligations under this Consent Decree
15 shall be limited to the payment of its requisite amount as agreed to by the Settling Cash
16 Defendants in that certain settlement agreement entered into with those Settling Work
17 Defendants eligible to sign, and who do sign, such agreement. No Settling Cash Defendant
18 shall be responsible for any payment required of any other party.~~ The name of each
19 Settling Cash Defendant shall be submitted by the Settling Work Defendants to the United
20 States as provided in Section XXVI (Notices and Submissions) upon execution of the
21 Consent Decree. The name of each Settling Cash Defendant will be appended as Appendix
22 C to this Consent Decree at the time of lodging.

23 b. The failure of any Settling Cash Defendant to satisfy its payment
24 obligation pursuant to this Paragraph shall not defer the obligations of the Settling Work
25 Defendants under this Consent Decree.

26 c. Each Settling Cash Defendant shall enter into, and remain in
27 compliance with, that certain settlement agreement with those Settling Work Defendants
28 eligible to sign, and who do sign, such agreement.

29 d. Each Settling Defendant shall cooperate with the other Settling
30 Defendants in good faith to effect the obligations and provisions set forth in this Consent
31 Decree.

32 **XVI. REIMBURSEMENT OF UNITED STATES' RESPONSE COSTS**

33 43. Within thirty (30) days of the entry of this Consent Decree, the Settling Work
34 Defendants shall pay to the EPA Hazardous Substance Superfund the sum of \$330,000 in
35 full reimbursement and settlement by Settling Defendants of Past Response Costs by
36 FedWire Electronic Funds Transfer ("EFT" or wire transfer) to the U.S. Department of
37 Justice account in accordance with current electronic funds transfer procedures,
38 referencing U.S.A.O. file number _____, the EPA Region and Site/Spill ID # 09BC,
39 and DOJ case number 90-11-3-06529. Payment shall be made in accordance with
40 instructions provided to the Settling Work Defendants by the Financial Litigation Unit of
41 the United States Attorney's Office for the Central District of California following entry of
42 the Consent Decree. Any payments received by the Department of Justice after 4:00 P.M.
43 (Eastern Time) will be credited on the next business day. The Settling Work Defendants
44 shall send notice that such payment has been made to the United States as specified in
45 Section XXVI (Notices and Submissions) and Catherine Shen (PMD-6), U.S.
46 Environmental Protection Agency, Region 9, 75 Hawthorne Street, San Francisco,
47 California, 94105.

1 44. The Settling Work Defendants shall reimburse the United States for all
2 Oversight Costs incurred by the United States in connection with the Work done pursuant
3 to this Consent Decree not inconsistent with the National Contingency Plan. The United
4 States will send the Settling Work Defendants a bill requiring payment that includes a
5 Regionally Prepared Itemized Summary Report which includes direct and indirect costs
6 incurred by the EPA and its contractors, and a DOJ prepared cost summary which reflects
7 costs incurred by DOJ and its contractors, if any on a periodic basis. The Settling Work
8 Defendants shall make all payments of Oversight Costs within thirty (30) days of the
9 Settling Work Defendants' receipt of each bill requiring payment, except as otherwise
10 provided in Paragraph 45. The Settling Work Defendants shall make all payments
11 required by this Paragraph by EFT to the Department of Justice account in accordance
12 with the current electronic funds transfer procedures or in the form of a certified or
13 cashier's check or checks made payable to the "EPA Hazardous Substance Superfund"
14 and referencing the EPA Region and Site/Spill ID # 09BC, the DOJ case number 90-11-3-
15 06529, and the name and address of the party making payment. The Settling Work
16 Defendants shall send the check(s) to U.S. EPA, Region IX, Superfund Accounting, P.O.
17 Box 360863M, Pittsburgh, PA, 15251, and shall send copies of the check(s) to the United
18 States as specified in Section XXVI (Notices and Submissions) and Catherine Shen (PMD-
19 6), U.S. Environmental Protection Agency, Region 9, 75 Hawthorne Street, San Francisco,
20 California, 94105.

21 45. The Settling Work Defendants may contest payment of any Oversight Costs
22 under Paragraph 44 if they determine that the United States has made an accounting error,
23 if they allege that a cost item that is included represents costs that are inconsistent with the
24 NCP or that such costs are not Oversight Costs, as that term is defined by this Consent
25 Decree. Such objection shall be made in writing within thirty (30) days of receipt of the bill
26 and must be sent to the United States pursuant to Section XXVI (Notices and Submissions).
27 Any such objection shall specifically identify the contested Oversight Costs and the basis
28 for objection. In the event of an objection, the Settling Work Defendants shall, within the
thirty-day period, pay all uncontested Oversight Costs to the United States by EFT or in
the form of a certified or cashier's check or checks in the manner described in Paragraph
44. Simultaneously, the Settling Work Defendants shall establish an interest-bearing
escrow account in a federally-insured bank duly chartered in the State of California and
remit to that escrow account funds equivalent to the amount of the contested Oversight
Costs. The Settling Work Defendants shall send to the United States, as provided in
Section XXVI (Notices and Submissions), a copy of the transmittal letter and check paying
the uncontested Oversight Costs, and a copy of the correspondence that establishes and
funds the escrow account, including, but not limited to, information containing the identity
of the bank and bank account under which the escrow account is established as well as a
bank statement showing the initial balance of the escrow account. Simultaneously with
establishment of the escrow account, the Settling Work Defendants shall initiate the
Dispute Resolution procedures in Section XIX (Dispute Resolution). If the United States
prevails in the dispute, within five days of the resolution of the dispute, the Settling Work
Defendants shall pay the sums due (with accrued interest) to the United States in the
manner described in Paragraph 44. If the Settling Work Defendants prevail concerning
any aspect of the contested costs, the Settling Work Defendants shall pay that portion of the
costs (plus associated accrued interest) for which they did not prevail to the United States
in the manner described in Paragraph 44; the Settling Work Defendants shall be disbursed
any balance of the escrow account. The dispute resolution procedures set forth in this
Paragraph in conjunction with the procedures set forth in Section XIX (Dispute
Resolution) shall be the exclusive mechanisms for resolving disputes regarding the Settling
Work Defendants' obligation to reimburse the United States for its Oversight Costs.

 46. In the event that the payments required by Paragraph 43 are not made
within thirty (30) days of the effective date of this Consent Decree or the payments required

1 by Paragraph 44 are not made within thirty (30) days of the Settling Work Defendants'
2 receipt of the bill, the Settling Work Defendants shall pay Interest on the unpaid balance.
3 The Interest to be paid on Past Response Costs under this Paragraph shall begin to accrue
4 thirty (30) days after the effective date of this Consent Decree. The Interest on Oversight
5 Costs shall begin to accrue on the date of the bill. The Interest shall accrue through the
6 date of the Settling Work Defendants' payment. Payments of Interest made under this
7 Paragraph shall be in addition to such other remedies or sanctions available to Plaintiffs by
8 virtue of the Settling Work Defendants' failure to make timely payments under this
9 Section. The Settling Work Defendants shall make all payments required by this
10 Paragraph in the manner described in Paragraph 44.

11 a. As soon as reasonably practicable after the effective date of this
12 Consent Decree the United States, on behalf of the Settling Federal Agency listed on
13 Exhibit C, shall pay to the Settling Work Defendants \$362,330 for its share of the Work
14 and other obligations under this Consent Decree and its share of Past Response Costs and
15 Oversight Costs, in the form of a check or checks made payable to the Omega Cash-Out
16 Settlement Fund and sent to Boone & Associates, 5225 Canyon Crest Drive, Building 200,
17 Suite 253, Riverside California 92507, or by Electronic Funds Transfer in accordance with
18 instructions provided by the Settling Work Defendants.

19 b. In the event that payments required by Paragraph 46(a) are not made
20 within 30 days of the effective date of this Consent Decree, Interest on the unpaid balance
21 shall be paid at the rate established pursuant to section 107(a) of CERCLA, 42 U.S.C.
22 9607(a), commencing on the effective date of this Consent Decree and accruing through the
23 date of the payment.

24 c. The Parties to this Consent Decree recognize and acknowledge that
25 the payment obligations of the Settling Federal Agency under this Consent Decree can only
26 be paid from appropriated funds legally available for such purpose. Nothing in this
27 Consent Decree shall be interpreted or construed as a commitment or requirement that any
28 Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act,
31 U.S.C. 1341, or any other applicable provision of law.

18 XVII. INDEMNIFICATION AND INSURANCE

19 47. a. The United States does not assume any liability by entering into this
20 agreement or by virtue of any designation of the Settling Work Defendants as the EPA's
21 authorized representatives under Section 104(e) of CERCLA. The Settling Work
22 Defendants shall indemnify, save and hold harmless the United States (with the exception
23 of the Settling Federal Agency) and its officials, agents, employees, contractors,
24 subcontractors, or representatives for or from any and all claims or causes of action arising
25 from, or on account of, negligent or other wrongful acts or omissions of the Settling Work
26 Defendants, their officers, directors, employees, agents, contractors, subcontractors, and
27 any persons acting on their behalf or under their control, in carrying out activities
28 pursuant to this Consent Decree, including, but not limited to, any claims arising from any
designations of the Settling Work Defendants as the EPA's authorized representatives
under Section 104(e) of CERCLA. Further, the Settling Work Defendants agree to pay the
United States (with the exception of the Settling Federal Agency) all costs it incurs
including, but not limited to, attorneys fees and other expenses of litigation and settlement
arising from, or on account of, claims made against the United States based on negligent or
other wrongful acts or omissions of the Settling Work Defendants, their officers, directors,
employees, agents, contractors, subcontractors, and any persons acting on their behalf or
under their control, in carrying out activities pursuant to this Consent Decree. The United
States shall not be held out as a party to any contract entered into by or on behalf of the
Settling Work Defendants in carrying out activities pursuant to this Consent Decree.

1 Settling Work Defendants shall notify orally the EPA's Project Coordinator or, in his or
2 her absence, the EPA's Alternate Project Coordinator or, in the event both of the EPA's
3 designated representatives are unavailable, the Director of the Hazardous Waste
4 Management Division, the EPA Region 9, within ten (10) days of when the Settling Work
5 Defendants first knew that the event might cause a delay. Within ten (10) days thereafter,
6 the Settling Work Defendants shall provide in writing to the EPA an explanation and
7 description of the reasons for the delay; the anticipated duration of the delay; all actions
8 taken or to be taken to prevent or minimize the delay; a schedule for implementation of
9 any measures to be taken to prevent or mitigate the delay or the effect of the delay; the
10 Settling Work Defendants' rationale for attributing such delay to a force majeure event if
11 they intend to assert such a claim; and a statement as to whether, in the opinion of the
12 Settling Work Defendants, such event may cause or contribute to an endangerment to
13 public health, welfare or the environment. The Settling Work Defendants shall include
14 with any notice all available documentation supporting their claim that the delay was
15 attributable to a force majeure event. Failure to comply with the above requirements shall
16 preclude the Settling Work Defendants from asserting any claim of force majeure for that
17 event for the period of time of such failure to comply, and for any additional delay caused
18 by such failure. The Settling Work Defendants shall be deemed to know of any
19 circumstance of which the Settling Work Defendants, any entity controlled by the Settling
20 Work Defendants, or the Settling Work Defendants' contractors knew or should have
21 known.

22 52. If the EPA agrees that the delay or anticipated delay is attributable to a force
23 majeure event, the time for performance of the obligations under this Consent Decree that
24 are affected by the force majeure event will be extended by the EPA for such time as is
25 necessary to complete those obligations. An extension of the time for performance of the
26 obligations affected by the force majeure event shall not, of itself, extend the time for
27 performance of any other obligation. If the EPA does not agree that the delay or
28 anticipated delay has been or will be caused by a force majeure event, the EPA will notify
the Settling Work Defendants in writing of its decision. If the EPA agrees that the delay is
attributable to a force majeure event, the EPA will notify the Settling Work Defendants in
writing of the length of the extension, if any, for performance of the obligations affected by
the force majeure event.

53. If the Settling Work Defendants elect to invoke the dispute resolution
procedures set forth in Section XIX (Dispute Resolution), they shall do so no later than
fifteen (15) days after receipt of the EPA's notice. In any such proceeding, the Settling
Work Defendants shall have the burden of demonstrating by a preponderance of the
evidence that the delay or anticipated delay has been or will be caused by a force majeure
event, that the duration of the delay or the extension sought was or will be warranted
under the circumstances, that reasonable efforts were exercised to avoid and mitigate the
effects of the delay, and that Settling Work Defendants complied with the requirements of
Paragraphs 50 and 51, above. If the Settling Work Defendants carry this burden, the delay
at issue shall be deemed not to be a violation by the Settling Work Defendants of the
affected obligation of this Consent Decree identified to the EPA and the Court.

XIX. DISPUTE RESOLUTION

54. Unless otherwise expressly provided for in this Consent Decree, the dispute
resolution procedures of this Section shall be the exclusive mechanism to resolve disputes
arising under or with respect to this Consent Decree. However, the procedures set forth in
this Section shall not apply to actions by the United States to enforce obligations of the
Settling Defendants that have not been disputed in accordance with this Section.

1 55. Any dispute which arises under or with respect to this Consent Decree shall
2 in the first instance be the subject of informal negotiations between the parties to the
3 dispute. The period for informal negotiations shall not exceed twenty (20) days from the
4 time the dispute arises, unless it is modified by written agreement of the parties to the
5 dispute. The dispute shall be considered to have arisen when one party sends the other
6 parties a written Notice of Dispute.

7 56. a. In the event that the Parties cannot resolve a dispute by informal
8 negotiations under the preceding Paragraph, then the position advanced by the EPA shall
9 be considered binding unless, within seven (7) days after the conclusion of the informal
10 negotiation period, the Settling Work Defendants invoke the formal dispute resolution
11 procedures of this Section by serving on the United States a written Statement of Position
12 on the matter in dispute, including, but not limited to, any factual data, analysis or opinion
13 supporting that position and any supporting documentation relied upon by the Settling
14 Work Defendants. The Statement of Position shall specify the Settling Work Defendants'
15 position as to whether formal dispute resolution should proceed under Paragraph 57 or
16 Paragraph 58.

17 b. Within fourteen (14) days after receipt of the Settling Work
18 Defendants' Statement of Position, the EPA will serve on the Settling Work Defendants its
19 Statement of Position, including, but not limited to, any factual data, analysis, or opinion
20 supporting that position and all supporting documentation relied upon by the EPA. The
21 EPA's Statement of Position shall include a statement as to whether formal dispute
22 resolution should proceed under Paragraph 57 or 58. Within 5 days after receipt of the
23 EPA's Statement of Position, the Settling Work Defendants may submit a Reply.

24 c. If there is disagreement between the EPA and the Settling Work
25 Defendants as to whether dispute resolution should proceed under Paragraph 57 or 58 the
26 parties to the dispute shall follow the procedures set forth in the paragraph determined by
27 the EPA to be applicable. However, if the Settling Work Defendants ultimately appeal to
28 the Court to resolve the dispute, the Court shall determine which Paragraph is applicable
in accordance with the standards of applicability set forth in Paragraphs 57 and 58.

57. Formal dispute resolution for disputes pertaining to the selection or
adequacy of any response action under this Consent Decree and all other disputes that are
accorded review on the administrative record under applicable principles of administrative
law shall be conducted pursuant to the procedures set forth in this Paragraph. For
purposes of this Paragraph, the adequacy of any response action includes, without
limitation: (1) the adequacy or appropriateness of plans, procedures to implement plans, or
any other items requiring approval by the EPA under this Consent Decree; and (2) the
adequacy of the performance of response actions taken pursuant to this Consent Decree.
Nothing in this Consent Decree shall be construed to allow any dispute by the Settling
Work Defendants regarding the validity of the SOW's provisions or the provisions of
EPA's Action Memorandum, provided however that consistent with Paragraph 11 of this
Consent Decree, the Settling Work Defendants may dispute the selection or adequacy of
any response action selected by EPA which the Settling Work Defendants maintain
enlarges the SOW or alters the Performance Standards agreed to under this Consent
Decree.

a. An administrative record of the dispute shall be maintained by the
EPA and shall contain all statements of position, including supporting documentation,
submitted pursuant to this Section. Where appropriate, the EPA may allow submission of
supplemental Statements of Position by the parties to the dispute.

1 b. The Director of the Superfund Division, the EPA Region 9, will issue a
2 final administrative decision resolving the dispute based on the administrative record
3 described in this Paragraph 57.a. This decision shall be binding upon the Settling Work
4 Defendants, subject only to the right to seek judicial review pursuant to Paragraph 57.c.

5 c. Any administrative decision made by the EPA pursuant to Paragraph
6 57.b shall be reviewable by this Court, provided that a motion for judicial review of the
7 decision is filed by the Settling Work Defendants with the Court and served on all Parties
8 within ten (10) days of receipt of the EPA's decision. The motion shall include a
9 description of the matter in dispute, the efforts made by the parties to resolve it, the relief
10 requested, and the schedule, if any, within which the dispute must be resolved to ensure
11 orderly implementation of this Consent Decree. The United States may file a response to
12 the Settling Work Defendants' motion.

13 d. In proceedings on any dispute governed by this Paragraph, the
14 Settling Work Defendants shall have the burden of demonstrating that the decision of the
15 Superfund Director is arbitrary and capricious or otherwise not in accordance with law.
16 Judicial review of the EPA's decision shall be on the administrative record compiled
17 pursuant to Paragraph 57.a.

18 58. Formal dispute resolution for disputes that neither pertain to the selection or
19 adequacy of any response action nor are otherwise accorded review on the administrative
20 record under applicable principles of administrative law, shall be governed by this
21 Paragraph.

22 a. Following receipt of the Settling Work Defendants' Statement of
23 Position submitted pursuant to Paragraph 56, the Director of the Superfund Division, the
24 EPA Region 9, will issue a final decision resolving the dispute. The Superfund Division
25 Director's decision shall be binding on the Settling Work Defendants unless, within twenty-
26 one (21) days of receipt of the decision, the Settling Work Defendants file with the Court
27 and serve on the parties a motion for judicial review of the decision setting forth the matter
28 in dispute, the efforts made by the parties to resolve it, the relief requested, and the
29 schedule, if any, within which the dispute must be resolved to ensure orderly
30 implementation of the Consent Decree. The United States may file a response to the
31 Settling Work Defendants' motion within 30 days of the motion.

32 b. Notwithstanding Section I (Background) of this Consent Decree,
33 judicial review of any dispute governed by this Paragraph shall be governed by applicable
34 principles of law.

35 59. The invocation of formal dispute resolution procedures under this Section
36 shall not extend, postpone or affect in any way any obligation of the Settling Work
37 Defendants under this Consent Decree, not directly in dispute, unless the EPA or the Court
38 agrees otherwise. Stipulated penalties with respect to the disputed matter shall continue to
39 accrue but payment shall be stayed pending resolution of the dispute as provided in
40 Paragraph 68. Notwithstanding the stay of payment, stipulated penalties shall accrue from
41 the first day of noncompliance with any applicable provision of this Consent Decree. In the
42 event that the Settling Work Defendants do not prevail on the disputed issue, stipulated
43 penalties shall be assessed and paid as provided in Section XX (Stipulated Penalties).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

XX. STIPULATED PENALTIES

60. The Settling Work Defendants shall be liable for stipulated penalties in the amounts set forth in Paragraphs 61 and 62 to the United States for failure to comply with the requirements of this Consent Decree specified below, unless excused under Section XVIII (Force Majeure). The Settling Cash Defendants shall be liable for stipulated penalties in the amounts set forth in Paragraph 62.b for late or inadequate payment as set forth in Paragraph 62.b. "Compliance" by the Settling Work Defendants shall include completion of the activities under this Consent Decree or any work plan or other plan approved under this Consent Decree identified below in accordance with all applicable requirements of law, this Consent Decree, the SOW, the EE/CA, EPA's Action Memorandum, and any plans or other documents approved by the EPA pursuant to this Consent Decree and within the specified time schedules established by and approved under this Consent Decree.

61. a. The following stipulated penalties shall accrue per violation per day for any noncompliance identified in Subparagraph b:

Penalty Per Violation Per Day	Period of Noncompliance
\$ 2,000	1 - 15
\$ 5,000	16 - 30
\$ 10,000	Day 31 and Beyond

b. The above stipulated penalties apply to the following:

- A) Failure to submit the following deliverables in a timely and adequate fashion:
 - i) the 30% Design report for the Groundwater NTCRA;
 - ii) the RI Report (for soils);
 - iii) the Risk Assessment Report (for soils); and
 - iv) the FS Report (for soils).
- B) Failure to Comply with the following Work Schedule Milestones for the Groundwater NTCRA:
 - i) Failure to maintain the Field Contractor Start Day (continuous in-field presence);
 - ii) Failure to start up the Groundwater containment system as scheduled; and
- C) Failure to comply with the schedule for installation of the downgradient sentinel wells; and
- D) Failure to use best efforts to obtain or provide access as required by this Consent Decree.

1 62. a. The following stipulated penalties shall accrue per violation per day
2 for failure to submit timely or adequate reports or other written documents required to be
3 submitted pursuant to all approved work plans prepared pursuant to this Consent Decree,
4 except as specified in paragraph 61 above:

Penalty Per Violation	Period of Noncompliance
Per Day	
\$ 1,000	1 - 15
\$ 2,500	16 - 30
\$ 5,000	Day 31 and Beyond

7 b. Each settling Cash Defendant shall be liable for stipulated penalties
8 for: (1) late or inadequate payment pursuant to Paragraph 42.a (Obligations of Settling
9 Cash Defendants) of this Consent Decree; or (2) a violation of Section XXV (Retention of
10 Records). The stipulated penalty for any late payment or payment of less than the full
11 amount due as set forth in Paragraph 42.a for each Settling Cash Defendant making such
12 late payment or inadequate payment shall be \$5,000 per day. Upon written demand by the
13 EPA, payment shall be made in accordance with Paragraph 66 of this Section. This
14 paragraph shall not apply to the Settling Federal Agency.

15 63. In the event that the EPA assumes performance of substantially all of the
16 Work pursuant to Paragraph 75 of Section XXI (Covenants by Plaintiff), the Settling Work
17 Defendants shall be liable for a stipulated penalty in the amount of five hundred thousand
18 dollars (\$500,000).

19 64. All penalties shall begin to accrue on the day after the complete performance
20 is due or the day a violation occurs, and shall continue to accrue through the final day of
21 the correction of the noncompliance or completion of the activity. However, stipulated
22 penalties shall not accrue: (1) with respect to a deficient submission under Section X (EPA
23 Approval of Plans and Other Submissions), during the period, if any, beginning on the 31st
24 day after the EPA's receipt of such submission until the date that the EPA notifies the
25 Settling Work Defendants of any deficiency; (2) with respect to a decision by the Director
26 of the Superfund Division, the EPA Region 9, under Paragraphs 57 or 58 of Section XIX
27 (Dispute Resolution), during the period, if any, beginning on the 21st day after the date
28 that the Settling Work Defendants' reply to the EPA's Statement of Position is received
until the date that the Director issues a final decision regarding such dispute; or (3) with
respect to judicial review by this Court of any dispute under Section XIX (Dispute
Resolution), during the period, if any, beginning on the 31st day after the Court's receipt of
the final submission regarding the dispute until the date that the Court issues a final
decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of
separate penalties for separate violations of this Consent Decree.

29 65. Following the EPA's determination that the Settling Work Defendants have
30 failed to comply with a requirement of this Consent Decree, the EPA may give the Settling
31 Work Defendants written notification of the same and describe the noncompliance. The
32 EPA may send the Settling Work Defendants a written demand for the payment of the
33 penalties. However, penalties shall accrue as provided in the preceding paragraph
34 regardless of whether EPA has notified the Settling Work Defendants of a violation.

35 66. All penalties accruing under this Section shall be due and payable to the
36 United States within thirty (30) days of the Settling Defendants' receipt from the EPA of a
37 demand for payment of the penalties, unless the Settling Defendants invoke the Dispute
38 Resolution procedures under Section XIX (Dispute Resolution). All payments to the
United States under this Section shall be paid by EFT or certified or cashier's check(s)

1 made payable to the "EPA Hazardous Substances Superfund," shall be mailed to: U.S.
2 EPA, Region IX, Attention: Superfund Accounting, P.O. Box 3608663M, Pittsburgh, PA,
3 15251, shall indicate that the payment is for stipulated penalties, and shall reference the
4 EPA Region 9 and Site/Spill ID # 09BC, the DOJ Case Number 93-11-3-06529, and the
5 name and address of the party making payment. Copies of check(s) tendered pursuant to
6 this Section, and any accompanying transmittal letter(s), shall be sent to the United States
7 as provided in Section XXVI (Notices and Submissions), and to Catherine Shen (PMD-6),
8 U.S. Environmental Protection Agency Region 9, 75 Hawthorne Street, San Francisco,
9 California, 94105.

6 67. The payment of penalties shall not alter in any way the Settling Work
7 Defendants' obligation to complete the performance of the Work required under this
8 Consent Decree.

8 68. Penalties shall continue to accrue as provided in Paragraph 61 during any
9 dispute resolution period, but need not be paid until the following:

10 a. If the dispute is resolved by agreement or by a decision of the EPA
11 that is not appealed to this Court, accrued penalties determined to be owing shall be paid to
12 the EPA within fifteen (15) days of the agreement or the receipt of the EPA's decision or
13 order;

12 b. If the dispute is appealed to this Court and the United States prevails
13 in whole or in part, the Settling Work Defendants shall pay all accrued penalties
14 determined by the Court to be owed to the EPA within thirty (30) days of receipt of the
15 Court's decision or order, except as provided in Subparagraph c below;

15 c. If the District Court's decision is appealed by any Party, the Settling
16 Work Defendants shall pay all accrued penalties determined by the District Court to be
17 owing to the United States into an interest-bearing escrow account within fifteen (15) days
18 of receipt of the Court's decision or order. Penalties shall be paid into this account as they
19 continue to accrue, at least every thirty (30) days. Within fifteen (15) days of receipt of the
20 final appellate court decision, the escrow agent shall pay the balance of the account to the
21 EPA or to the Settling Work Defendants to the extent that they prevail.

19 a. If the Settling Work Defendants fail to pay stipulated penalties when
20 due, the United States may institute proceedings to collect the penalties, as well as Interest.
21 The Settling Work Defendants shall pay Interest on the unpaid balance, which shall begin
22 to accrue on the date of demand made pursuant to Paragraph 65.

21 b. Nothing in this Consent Decree shall be construed as prohibiting,
22 altering, or in any way limiting the ability of the United States to seek any other remedies
23 or sanctions available by virtue of the Settling Work Defendants' violation of this Consent
24 Decree or of the statutes and regulations upon which it is based, including, but not limited
25 to, penalties pursuant to Section 122(i) of CERCLA, 42 U.S.C. §9622(1). Provided,
26 however, that the United States shall not seek civil penalties pursuant to Section 122(i) of
27 CERCLA for any violation for which a stipulated penalty is provided herein, except in the
28 case of a willful violation of the Consent Decree.

26 70. Notwithstanding any other provision of this Section, the United States may,
27 in its unreviewable discretion, waive any portion of stipulated penalties that have accrued
28 pursuant to this Consent Decree.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

XXI. COVENANTS BY PLAINTIFF

70.1 In consideration of the payments that will be made by the Settling Federal Agency under the terms of the Consent Decree, and except as specifically provided in Paragraph 74 of this Section, EPA covenants not to take administrative action against the Settling Federal Agency pursuant to Sections 106 and 107(a) of CERCLA for performance of the Work and for recovery of Past Response Costs and Oversight Costs. EPA's covenant shall take effect upon the receipt of the payments required by Paragraph 46.a of Section XVI (Reimbursement of United States' Response Costs). EPA's covenant is conditioned upon the satisfactory performance by Settling Federal Agency of its obligations under this Consent Decree. EPA's covenant extends only to the Settling Federal Agency and does not extend to any other person.

71. In consideration of the actions that will be performed and the payments that will be made by the Settling Work Defendants under the terms of the Consent Decree, and except as specifically provided in Paragraph 73 of this Section, the United States covenants not to sue or to take administrative action against the Settling Work Defendants pursuant to Section 7003 of RCRA or Sections 106 and 107(a) of CERCLA for performance of the Work, for recovery of Past Response Costs, for recovery of Oversight Costs, or for any other matter covered by this Consent Decree, except as expressly reserved in Paragraph 73. The covenant not to sue with respect to the performance of Work shall take effect upon the Certification of Completion of the Work by EPA pursuant to Paragraph 39 of Section XIII (Certification of Completion); the covenant not to sue with respect to the Past Response Costs shall take effect upon payment of such costs by the Settling Work Defendants pursuant to Paragraph 43 (Reimbursement of United States' Response Costs). The covenant not to sue with respect to the performance of Work is conditioned upon satisfactory performance by the Settling Work Defendants of their obligations under this Consent Decree, including all O&M required under the Operation and Maintenance Plan approved or developed by the EPA pursuant to this Consent Decree and the SOW. The United States may certify the completion of a portion of the Work and the covenant not to sue by the United States shall become effective with respect to such completed Work upon such certification. The United States further covenants that upon EPA's certification of the completion of the O&M required under the Operation and Maintenance Plan or upon the transfer, as approved by the United States, of the above obligations (which may include future O&M obligations which are not foreseen as of the date of this Consent Decree) pursuant to another established plan or another legally enforceable document, the Settling Work Defendants' obligations pursuant to this Consent Decree shall cease and this Consent Decree shall terminate. These covenants not to sue extend only to the Settling Work Defendants and do not extend to any other person or entity.

72. In consideration of the payments made and costs incurred to date, including payments made or to be made pursuant to this Consent Decree by or on behalf of each Settling Cash Defendant, except as specifically provided in Paragraph 74 of this Section, the United States covenants not to sue or to take administrative action pursuant to Section 7003 of RCRA or Sections 106 and 107(a) of CERCLA, 42 U.S.C. § 9606 and 9607(a), against the Settling Cash Defendants for performance of the Work, for recovery of Past Response Costs, for recovery of Oversight Costs, or for any other matter covered by this Consent Decree, except as expressly reserved in Paragraph 74. These covenants not to sue or take administrative action shall take effect for each Settling Cash Defendant upon payment of the amount owed as set forth in Paragraph 42.a of this Consent Decree. These covenants are conditioned upon the satisfaction by each individual Settling Cash Defendant of its respective payment obligation in Paragraph 42.a of this Consent Decree. These covenants extend only to the person or entities identified in this subparagraph and do not extend to any other person. The payment by each individual Settling Cash Defendant of its requisite amount in accordance with Paragraph 42.a, along with amounts previously paid

1 or costs incurred under the UAO, shall constitute full performance of its individual
2 obligations under this Consent Decree and thereby entitle it to these covenants.

3 73. General Reservations of Rights as to the Settling Work Defendants. The
4 covenants set forth above do not pertain to any matters other than those expressly specified
5 in Paragraph 71. The United States reserves, and this Consent Decree is without prejudice
6 to, all rights against the Settling Work Defendants with respect to all other matters,
7 including but not limited to, the following:

8 (1) claims based on a failure by the Settling Work Defendants to meet a
9 requirement of this Consent Decree;

10 (2) liability arising from the past, present, or future disposal, release, or
11 threat of release of Waste Materials outside of the Phase 1a Area;

12 (3) liability of the Settling Work Defendants for their future disposal of
13 Waste Material at the Phase 1a Area, other than as provided in the Work, or otherwise
14 ordered by the EPA;

15 (4) liability for damages for injury to, destruction of, or loss of natural
16 resources, and the costs of any natural resource damage assessments;

17 (5) criminal liability;

18 (6) liability for violations of federal or state law which occur during or
19 after implementation of the Work; and

20 (7) liability for response actions and response costs not set forth in this
21 Consent Decree and any work plans or submittals approved pursuant hereto.

22 74. General reservations of rights as to the Settling Cash Defendants. The
23 covenants set forth above do not pertain to any matters other than those expressly specified
24 in Paragraph 72. The United States reserves, and this Consent Decree is without prejudice
25 to, all rights against the Settling Cash Defendants and the Settling Federal Agency, with
26 respect to all other matters, including but not limited to, the following:

27 (1) claims based on a failure by the Settling Cash Defendants or the
28 Settling Federal Agency, to meet any applicable requirement of this Consent Decree;

(2) liability arising from the past, present, or future disposal, release, or
threat of release of Waste Materials outside of the Phase 1a Area;

(3) liability of the Settling Cash Defendants or the Settling Federal
Agency for its future disposal of Waste Material at the Phase 1a Area, other than as
provided in the Work, or otherwise ordered by the EPA;

(4) liability for damages for injury to, destruction of, or loss of natural
resources, and the costs of any natural resource damage assessments;

(5) criminal liability; and

(6) liability for response actions and response costs not set forth in this
Consent Decree and any work plans or submittals approved pursuant hereto.

1 However, any such claim shall not include a claim for any damages caused, in whole or in
2 part, by the act or omission of any person, including any contractor, who is not a federal
3 employee as that term is defined in 28 U.S.C. Section 2671; nor shall any such claim include
4 a claim based on the EPA's selection of response actions, or the oversight or approval of the
5 Settling Work Defendants' plans or activities. The foregoing applies only to claims which
6 are brought pursuant to any statute other than CERCLA and for which the waiver of
7 sovereign immunity is found in a statute other than CERCLA; and (b) contribution claims
8 against the Settling Federal Agency in the event any claim is asserted by the United States
9 against the Settling Defendants under the authority of or under Paragraphs 73(2)-(4) and
10 (7) or Paragraphs 74 (2) - (4) and (6) of Section XXI (Covenants by Plaintiff), but only to
11 the same extent and for the same matters, transactions, or occurrences as are raised in the
12 claim of the United States against Settling Defendants.

13 79. Nothing in this Consent Decree shall be deemed to constitute
14 preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C.
15 Section 9611, or 40 C.F.R. Section 300.700(d).

16 79.1 Settling Defendants reserve, and this Consent Decree is without prejudice to,
17 claims under or relating to contracts between the Settling Defendants and the United
18 States, including any department, agency, or instrumentality of the United States.

19 80. Unless otherwise reserved pursuant to this Consent Decree, the Settling
20 Defendants agree to waive all claims or causes of action that they may have for all matters
21 relating to (i) the Work performed or to be performed under this Consent Decree, and (ii)
22 the Past Response Costs and Oversight Costs, including causes of action in contribution,
23 against each other individual Settling Defendant, except for any failure by any other
24 individual Settling Defendant to meet one of its obligations under this Consent Decree.

25 a. In addition, Settling Defendants agree to withhold the filing of third-
26 party litigation for one year from the date of entry of this Consent Decree for all matters
27 relating to the Site, including for contribution, against the following persons:

28 (1) any person whose liability to Settling Defendants with respect to
the Site is based solely on having arranged for the disposal or treatment, or for transport for
disposal or treatment, of hazardous substances at the Site, or having accepted for transport
for disposal or treatment of hazardous substances at the Site, if:

(a) any materials contributed by such person to the Site
constituting Municipal Solid Waste (MSW) or Municipal Sewage Sludge (MSS) did not exceed
0.2% of the total volume of waste at the Site; and

(b) any materials contributed by such person to the Site
containing hazardous substances, but not constituting MSW or MSS, did not exceed the
greater of (i) 0.002% of the total volume of waste at the Site, or (ii) 110 gallons of liquid
material or 200 pounds of solid material.

(2) any person whose liability to Settling Defendants with respect to
the Site is based solely on having arranged for the disposal, treatment, or transport for
disposal or treatment, or accepted for transport for disposal or treatment of hazardous
substances at the Site, if the materials contributed by such person to the Site containing
hazardous substances did not exceed the greater of (i) 0.002% of the total volume of waste at
the Site, or (ii) 110 gallons of liquid materials or 200 pounds of solid materials. The waiver set
forth herein in subparagraphs (1) and (2) shall not apply to any claim or cause of action

1 against any person meeting the above criteria if EPA has determined that such material
2 contributed or could contribute significantly to the costs of response at the Site.

3 **XXIII. ~~RESERVATION OF RIGHTS AGAINST NONSETTLING PARTIES~~**

4 81. Nothing in this Consent Decree shall be construed to create any rights in, or
5 grant any cause of action to, any person not a Party to this Consent Decree. The preceding
6 sentence shall not be construed to waive or nullify any rights that any person not a
7 signatory to this Consent Decree may have under applicable law. Each of the Parties
8 expressly reserves any and all rights (including, but not limited to, any right to
9 contribution), defenses, claims, demands, and causes of action which each Party may have
10 with respect to any matter, transaction, or occurrence relating in any way to the Site
11 against any person not a Party hereto.

*reservation
of rights
against
nonsettling
parties*

8 82. The Parties agree, and by entering this Consent Decree this Court finds, that
9 the Settling Defendants and the Settling Federal Agency are entitled, as of the effective date
10 of this Consent Decree, to protection from contribution actions or claims as provided by
11 CERCLA Section 113(f)(2), 42 U.S.C. Section 9613(f)(2) for matters addressed in this
12 Consent Decree.

11 ~~83. The Settling Defendants shall provide to the EPA, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to the implementation of this Consent Decree, including, but not limited to, sampling, analysis, chain-of-custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. The Settling Work Defendants shall also make available to the EPA, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.~~

*notify
Fed govt
of any
claim or
suit for
contribution*

13 84. The Settling Defendants also agree that with respect to any suit or claim for
14 contribution brought against them for matters related to this Consent Decree they will
15 notify in writing the United States within ten (10) days of service of the complaint on them.
16 In addition, the Settling Defendants shall notify the United States within seven (7) days of
17 service or receipt of any Motion for Summary Judgment regarding such suit or claim and
18 within ten (10) days of receipt of any order from a court setting such case for trial.

17 85. In any subsequent administrative or judicial proceeding initiated by the
18 United States for injunctive relief, recovery of response costs, or other appropriate relief
19 relating to the Site, the Settling Defendants shall not assert, and may not maintain, any
20 defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue
21 preclusion, claim-splitting, or other defenses based upon any contention that the claims
22 raised by the United States in the subsequent proceeding were or should have been brought
23 in the instant case; provided, however, that nothing in this Paragraph affects the
24 enforceability of the covenants not to sue set forth in Section XXI (Covenants by Plaintiff).

22 **XXIV. ACCESS TO INFORMATION**

23 86. The Settling Work Defendants shall provide to the EPA, upon request, copies
24 of all documents and information within their possession or control or that of their
25 contractors or agents relating to the implementation of this Consent Decree, including, but
26 not limited to, sampling, analysis, chain-of-custody records, manifests, trucking logs,
27 receipts, reports, sample traffic routing, correspondence, or other documents or
28 information related to the Work. The Settling Work Defendants shall also make available
to the EPA, for purposes of investigation, information gathering, or testimony, their
employees, agents, or representatives with knowledge of relevant facts concerning the
performance of the Work.

1 87. a. The Settling Work Defendants may assert business confidentiality
2 claims covering part or all of the documents or information submitted to Plaintiff under
3 this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of
4 CERCLA, 42 U.S.C. Section 9604(e)(7), and 40 C.F.R. Section 2.203(b). Documents or
5 information determined to be confidential by the EPA will be afforded the protection
6 specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies
7 documents or information when they are submitted to the EPA, or if the EPA has notified
8 the Settling Work Defendants that the documents or information are not confidential
9 under the standards of Section 104(e)(7) of CERCLA, the public may be given access to
10 such documents or information without further notice to the Settling Work Defendants.

11 b. The Settling Work Defendants may assert that certain documents,
12 records and other information are privileged under the attorney-client privilege, the joint-
13 defense privilege amongst the Settling Defendants or any other privilege recognized by
14 federal law. If the Settling Work Defendants assert such a privilege in lieu of providing
15 documents, they shall provide the Plaintiff with the following: (1) the title of the document,
16 record, or information; (2) the date of the document, record, or information; (3) the name
17 and title of the author of the document, record, or information; (4) the name and title of
18 each addressee and recipient; (5) a description of the contents of the document, record, or
19 information; and (6) the privilege asserted by the Settling Work Defendants. However, no
20 requirements of the Consent Decree shall be withheld on the grounds that they are
21 privileged.

22 88. No claim of confidentiality shall be made with respect to any data, including,
23 but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical,
24 or engineering data, or any other documents or information evidencing conditions at or
25 around the Site.

26 XXV. RETENTION OF RECORDS

27 88.1 The United States acknowledges that the Settling Federal Agency (1) is
28 subject to all applicable Federal record retention laws, regulations, and policies; and (2)
has certified that it has fully complied with any and all EPA requests for information
pursuant to Section 104(e) and 122(e) of CERCLA, 42 U.S.C. 9604(e) and 9622(e), and
Section 3007 of RCRA, 42 U.S.C. 6927.

89. Until 5 years after the Settling Work Defendants' receipt of the EPA's final
notification under this Consent Decree pursuant to Paragraph 39 of Section XIII
(Certification of Completion), each Settling Defendant shall preserve and retain all records
and documents now in its possession or control or which come into its possession or control
that relate in any manner to the performance of the Work or liability of any person for
response actions conducted and to be conducted at the Site, regardless of any corporate
retention policy to the contrary. Until 5 years after the Settling Work Defendants' receipt
of the EPA's notification pursuant to Paragraph 39 of Section XIII (Certification of
Completion), Settling Defendants shall also instruct their contractors and agents to
preserve all documents, records, and information of whatever kind, nature or description
relating to the performance of the Work.

90. At the conclusion of this document retention period, the Settling Defendants
shall notify the United States at least ninety (90) days prior to the destruction of any such
records or documents, and, upon request by the United States, Settling Defendants shall
deliver any such records or documents to the EPA. The Settling Defendants may assert
that certain documents, records and other information are privileged under the attorney-

1 client privilege, the joint-defense privilege amongst the Settling Defendants or any other
2 privilege recognized by federal law. If the Settling Defendants assert such a privilege, they
3 shall provide the Plaintiff with the following: (1) the title of the document, record, or
4 information; (2) the date of the document, record, or information; (3) the name and title of
5 the author of the document, record, or information; (4) the name and title of each
6 addressee and recipient; (5) a description of the subject of the document, record, or
7 information; and (6) the privilege asserted by the Settling Defendants. Settling Defendants
8 shall be required to retain all documents over which a privilege has been asserted until the
9 applicability of the privilege is formally determined or the United States waives in writing
10 any interest in the documents to which a privilege has been claimed. However, no
11 documents, reports or other information created or generated pursuant to the
12 requirements of the Consent Decree shall be withheld on the grounds that they are
13 privileged.

14 91. Each Settling Defendant hereby certifies individually that, to the best of its
15 knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded,
16 destroyed or otherwise disposed of any records, documents or other information relating to
17 its potential liability regarding the Site since notification of potential liability by the United
18 States or the State or the filing of suit against it regarding the Site and that it has fully
19 complied with any and all the EPA requests for information pursuant to Section 104(e) and
20 122(e) of CERCLA, 42 U.S.C. 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C.
21 6927 regarding the Site.

22 XXVI. NOTICES AND SUBMISSIONS

23 92. Whenever, under the terms of this Consent Decree, written notice is required
24 to be given or a report or other document is required to be sent by one Party to another, it
25 shall be directed to the individuals at the addresses specified below, unless those individuals
26 or their successors give notice of a change to the other Parties in writing. All notices and
27 submissions shall be considered effective upon receipt, unless otherwise provided. Written
28 notice as specified herein shall constitute complete satisfaction of any written notice
requirement of the Consent Decree with respect to the United States, the EPA, the Settling
Federal Agency and the Settling Defendants, respectively.

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044-7611
Re: DJ #90-11-3-06529

and

Director, Superfund Division
United States Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, CA 94105

1 As to EPA:

2 Craig Cooper
3 EPA Project Coordinator
4 United States Environmental Protection Agency Region IX
5 75 Hawthorne Street
6 San Francisco, CA 94105

7 As to the Settling Work Defendants:

8 De Maximis
9 Settling Work Defendants' Project Coordinator
10 5225 Canyon Crest Drive, Building 200, Suite 253
11 Riverside, California 92507

12 Boone & Associates
13 Settling Work Defendants' Coordinator
14 901 Corporate Center Drive, Suite 204
15 Monterey Park, California 91754

16 **XXVII. EFFECTIVE DATE**

17 93. The effective date of this Consent Decree shall be the date upon which this
18 Consent Decree is entered by the Court, except as otherwise provided herein.

19 **XXVIII. RETENTION OF JURISDICTION**

20 94. This Court retains jurisdiction over both the subject matter of this Consent
21 Decree and the Settling Defendants for the duration of the performance of the terms and
22 provisions of this Consent Decree for the purpose of enabling any of the Parties to apply to
23 the Court at any time for such further order, direction, and relief as may be necessary or
24 appropriate for the construction or modification of this Consent Decree, or to effectuate or
25 enforce compliance with its terms, or to resolve disputes in accordance with Section XIX
26 (Dispute Resolution) hereof.

27 **XXIX. APPENDICES**

28 95. The following appendices are attached to and incorporated into this Consent
Decree:

"Appendix A" is the SOW.

"Appendix B" is a map of the Phase 1a Area.

"Appendix C" is the complete list of the Settling Cash Defendants.

"Appendix D" is the complete list of the Settling Work Defendants.

"Appendix E" is UAO.

"Appendix F" is the complete list of the payment schedules for those certain Settling
Cash Defendants.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

XXX. COMMUNITY RELATIONS

96. The Settling Work Defendants shall propose to the EPA their participation in the Community Relations Plan to be developed by the EPA. The EPA will determine the appropriate role for the Settling Work Defendants under the Plan. The Settling Work Defendants shall also cooperate with the EPA in providing information regarding the Work to the public. As requested by the EPA, the Settling Work Defendants shall participate in the preparation of such information for dissemination to the public and in public meetings which may be held or sponsored by the EPA to explain activities relating to the Work.

XXXI. MODIFICATION

97. Schedules specified in this Consent Decree for completion of the Work may be modified by agreement of the EPA and the Settling Work Defendants. All such modifications shall be made in writing.

98. Except as provided in Paragraph 11 (Modification to the SOW or Related Deliverables), no material modifications shall be made to the SOW without written notification to and written approval of the EPA, the Settling Work Defendants, and the Court. Modifications to the SOW that do not materially alter that document may be made by written agreement between the EPA, after providing a reasonable opportunity for review and comment by the State, and the Settling Work Defendants.

99. Nothing in this Consent Decree shall be deemed to alter the Court's power to enforce, supervise or approve modifications to this Consent Decree.

XXXII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

100. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment in accordance with Section 122(d)(2) of CERCLA, 42 U.S.C. Section 9622(d)(2), and 28 C.F.R. Section 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that the Consent Decree is inappropriate, improper, or inadequate. The Settling Work Defendants consent to the entry of this Consent Decree without further notice.

101. If for any reason the Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XXXIII. SIGNATORIES/SERVICE

102. Each undersigned representative of a Settling Defendant to this Consent Decree and the Assistant Attorney General for Environment and Natural Resources of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such Party to this Consent Decree.

103. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree unless the United States has notified the Settling Defendants in writing that it no longer supports entry of the Consent Decree.

1 104. Each Settling Defendant shall identify, on the attached signature page, the
2 name, address and telephone number of an agent who is authorized to accept service of
3 process by mail on behalf of that Party with respect to all matters arising under or relating
4 to this Consent Decree. The Settling Defendants hereby agree to accept service in that
manner and to waive the formal service requirements set forth in Rule 4 of the Federal
Rules of Civil Procedure and any applicable local rules of this Court, including, but not
limited to, service of a summons.

5 SO ORDERED THIS _____ DAY OF _____, 2000.

6
7 Honorable
 United States District Judge
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **THE UNDERSIGNED PARTIES** enter into this Consent Decree in the matter of
2 **United States v. _____**, relating to the Omega Chemical Corporation
3 **Superfund Site.**

3 **FOR THE UNITED STATES OF AMERICA**

4 **Date:**

5

6

LOIS J. SCHIFFER
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

7

8

9

KARL J. FINGERHOOD
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

10

11

12

13

14

Assistant United States Attorney
Central District of California
U.S. Department of Justice
[Address]

15

16

17

DAVID RABBINO
Assistant Regional Counsel
U.S. Environmental Protection Agency
Region IX
75 Hawthorne Street
San Francisco, CA 94105

18

19

20

21

22

23

24

25

26

27

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPENDIX A

SOW

See Attached

STATEMENT OF WORK

Omega Chemical Corporation Superfund Site

Introduction.

The Settling Work Defendants Group will perform three tasks pursuant to this Statement of Work ("SOW"):

1. Design and implement a groundwater containment and mass removal treatment system in the Phase 1a Area;
2. Implement a vadose zone RI/FS to characterize contaminant releases on, at or emanating from the Omega Property; and
3. Install three sentinel groundwater monitoring wells at two or three locations downgradient of the Phase 1a Area and upgradient of water supply well 30R3.

The Settling Work Defendants will perform all work outlined herein in accordance with CERCLA, the National Contingency Plan (40 C.F.R. 300), and applicable published EPA Superfund guidance. In addition, the Settling Work Defendants will perform all work subject to the technical oversight of EPA Region 9 as required by CERCLA and the NCP.

TASK 1: Design and implement a groundwater containment and mass removal treatment system in the Phase 1a Area.

The Settling Work Defendants will design and implement a groundwater containment and mass removal treatment system within the Phase 1a Area. The Settling Work Defendants will perform all activities in accordance with EPA guidance, including but not limited to (i) "Guidance on Conducting Non-Time--Critical Removal Actions under CERCLA" EPA 540-R-93-057 dated August 1993, and (ii) "Presumptive Response Strategy and Ex-Situ Treatment Technologies for Contaminated Ground Water at CERCLA Sites," EPA 540/R- 96/023 dated October 1996.

A. Overview of the Goals of Task 1.

1. Complete a Streamlined Risk Evaluation ("SRE");
2. Conduct routine groundwater monitoring;
3. Collect additional data e.g. hydraulic data, additional well(s) or other analytes, if necessary, to complete the Engineering Evaluation/Cost Analysis ("EE/CA") Report;
4. Assess vertical and horizontal extent of groundwater contamination and aquifer hydraulics in the Phase 1a Area to the extent necessary to select, design and implement a remedy;
5. Draft EE/CA document which includes remedy evaluation;

6. Participate and assist EPA with the preparation of the Action Memorandum and community relations activities concerning the EE/CA;
7. Conduct hydraulic modeling and any other pre-design activities;
8. Prepare design documentation to implement the groundwater containment system as specified in EPA's Action Memorandum associated with the EE/CA;
9. Scope, design, and implement treatability/pilot studies as appropriate;
10. Construct groundwater containment system; and
11. Implement long-term operation, maintenance, and monitoring of the groundwater containment system.

B. Overview of the Deliverables for Task 1: Schedule.

The Settling Work Defendants will submit all deliverables in draft and final form, both of which will be subject to EPA's review and approval, as specified in the Consent Decree. The deliverables for Task 1 include, but are not limited to, the following:

1. Amendment to the Phase 1a SAP, if additional investigation is recommended in the Phase 1a Report. Within thirty (30) calendar days of the effective date of the Consent Decree the Settling Work Defendants shall submit to EPA the Phase 1a SAP/QAPP amendment. This document will be used to scope and collect any additional data required to prepare the EE/CA Report. The frequency of routine groundwater monitoring (e.g. quarterly for one year) and additional analytical parameters (e.g. during second quarterly event) will also be included;
2. Phase 1a Report Addendum (if required), shall be submitted to EPA within forty-five (45) calendar days after Settling Work Defendants' receipt of the final analytical results associated with the Phase 1a additional investigation from the laboratory;
3. Engineering Evaluation/Cost Analysis (EE/CA) Report and Selection of recommended Removal Alternative;

The Settling Work Defendants shall submit to EPA an EE/CA Report within forty-five (45) calendar days after EPA approval of the Phase 1a Addendum Report evaluating contaminated groundwater containment and removal alternatives (including performance standards for the various alternatives) for the Phase 1a Area to EPA for its approval. The EE/CA Report will include, at a minimum, the following components:

- a. Site characterization summary,
- b. Identification of removal action objectives (including identification of ARARs and a risk assessment summary);
- c. Identification and evaluation of removal action alternatives (including analysis of effectiveness, implementability and costs);
- d. Treatability study report for proposed on-Site treatment technologies, as appropriate;
- e. Comparative analysis of removal action alternatives; and

- f. Recommendation of removal action alternative.

Public Notice and Public Comment

Upon approval by EPA, the EE/CA Report, together with all supporting documentation, shall be subject to public notice and public comment in accordance with the requirements of Sections 300.415(m)(4) and 300.820(a) of the NCP. At the close of the public comment period, EPA will prepare (1) a Responsiveness Summary responding in writing to significant comments received during the comment period and (2) an Action Memorandum selecting a removal action alternative for the Site. EPA shall select an appropriate removal action to provide for the extraction, treatment and/or disposal of contaminated groundwater from the Phase 1a area, based on the results of the final EE/CA Report, necessary to protect public health, welfare, and the environment. Upon selection of the appropriate removal action as described in the Action Memorandum, EPA shall issue Settling Work Defendants a Notice to Proceed letter.

4. Removal Action Plan (RAP);

Within thirty (30) calendar days after Settling Work Defendants' receipt of EPA's Notice to Proceed Letter, Settling Work Defendants shall submit a Removal Action Plan ("RAP") for EPA approval. The RAP shall provide for the performance, and schedule for implementation of the EPA approved removal action, submission of a Final Report, post removal site control, and such other activities as specified herein or required by the Consent Decree.

This document will include, but not be limited to, the following components (included as separate sections):

- a. Design objectives;
- b. Design criteria;
- c. Delivery mechanism;
- d. Design schedule;
- e. Construction start date;
- i. Project management plan;
- f. Possible options for reuse of treated water as specified in the Action Memorandum.

5. Thirty Percent Design Report shall be submitted to EPA within One Hundred Fifty (150) calendar days after the Settling Work Defendants' receipt of EPA approval of the RAP;

This document will include, but not be limited to the following components:

- a. Design criteria;
- b. Preliminary plans, drawings, and sketches;
- c. Project management plan;
- d. Project delivery and construction schedule;
- e. Schedule for operation, maintenance and monitoring manual ("OM&M Manual");
- g. Outline for OM&M Manual;
- h. Performance standards verification plan;

- i. Construction contingency plan, if required; and
- j. Construction health and safety plan.
- k. Construction Quality Assurance Work Plan;
- l. Submittal of final design/bid package material to EPA for reference.

6. Draft and final Operation, Maintenance & Monitoring Manual

The OM&M Manual will include a Start-up/Shakedown Testing Plan and Schedule (OM), a schedule and descriptions for routine monitoring (&M). This manual will address the monitoring of treated water discharge, groundwater wells and air emissions including Performance Standards. The draft OM&M Manual will be submitted to EPA sixty (60) calendar days before EPA approved planned start-up date of the treatment system. The final OM&M Manual will be submitted to EPA ninety (90) calendar days after start-up.

The OM&M shall include Sampling and Analysis Plan, and a Health and Safety Plan as provided for in this SOW, although each plan may be delivered under separate cover. These plans shall be developed in accordance with the NCP and this SOW.

7. Removal Action Completion Report [final report]

Within sixty (60) days after final EPA inspection of the removal response action, the Settling Work Defendants shall submit for EPA review and approval a final report summarizing the actions taken to comply with this SOW. EPA's final inspection shall occur no sooner than thirty (30) calendar days after start-up. The final report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP entitled "OCS Reports", and with OSWER Directive No. 9360.3-03 "Removal Response Reporting". The final report shall include a good faith estimate of total costs or a statement of actual costs incurred in complying with the Consent Decree and SOW, a listing of quantities and types of Waste Materials removed off-site or handled on-site, a discussion of removal and disposal options considered for those Waste Materials, a listing of the ultimate destination of those Waste Materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (e.g., manifests, invoices, bills, contracts, and permits). The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

Under penalty of law, I certify that to the best of my knowledge, after appropriate inquires of all relevant persons involved in the preparation of the report, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

TASK 2: Implement a vadose zone RI/FS for contaminant releases on, at or emanating from the Omega Property..

The Settling Work Defendants will carry out a Remedial Investigation/Feasibility Study

("RI/FS") at the Omega property for vadose zone contamination that has resulted from the release of hazardous substances on, at, or emanating from the Omega property. The Settling Work Defendants will perform all activities in accordance with EPA guidance, including but not limited to (i) "Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA," EPA 540-G-89/004 dated October 1988, and (ii) "Users Guide to the VOCs in Soils Presumptive Remedy," EPA 540/F-96/008 dated July 1996.

A. Overview of the Goals of Task 2.

1. Determine the nature and extent of contamination in the vadose zone to support the data needs of the risk assessment, feasibility study, remedial design, ATSDR Public Health Assessment, and Natural Resource Trustee;
2. Scope and implement a soils risk assessment;
3. Collect physical and chemical data sufficient to conduct the necessary vadose zone and groundwater modeling to support the risk assessment, feasibility study, remedial design, and ATSDR Public Health Assessment data needs;
4. Identify areas of the vadose zone, if any, that constitute unacceptable risks to human health or the environment;
5. Develop and screen remedial alternatives, as appropriate;
6. Scope, design, and implement the treatability studies/pilot studies, as appropriate;
7. Conduct a feasibility study of potential soil remedial alternatives; and
8. Provide all required data and assist EPA in the preparation of the Soils Proposed Plan, Record of Decision, and community relations activities.

B. Overview of the Deliverables for Task 2 and Schedule

The Settling Work Defendants will submit all deliverables in draft and final version, both of which will be subject to EPA's review and approval, as specified in the Consent Decree. The deliverables will include but are not necessarily limited to, the following:

1. Existing Data Summary Report shall be submitted to EPA within sixty (60) calendar days after the effective date of the Consent Decree; and

This deliverable will consist of a summary report of existing data reports and conclusions and will include, but not be limited to:

- a. a history of the Omega property including all current and previous owners and tenants;
- b. an evaluation of all historical aerial photographs for potential chemical use and release areas at the Site;
- c. an evaluation of all historic chemical use at the Omega property including

chemical usage's, types, and volumes; and

- d. an evaluation of the data quality of historic data and a recommendation of its potential usage in deliverables required under both Tasks 1 and 2.

2. Streamlined Superfund Accelerated Cleanup Model ("SACM") RI/FS Work Plan

This deliverable shall be submitted to EPA within sixty (60) calendar days after EPA approval of the existing Data Summary Report, and will also be consistent with EPA's RI/FS guidance and will include, but not be limited to:

- a. Identification of the data needs for the Risk Assessment, Feasibility Study, Remedial Design, ATSDR Public Health Assessment, and Natural Resource Trustee;
 - b. Identification of the data gaps in comparison to the needs identified above and a SAP to fill these data gaps;
 - c. Identification of any Preliminary Remediation Goals ("PRGs") and Preliminary ARARs; and;
3. Remedial Investigation Report shall be submitted to EPA within ninety (90) calendar days after the Settling Work Defendants' receipt of final laboratory analytical results associated with the remedial investigation;
 4. Risk Assessment Report shall be submitted to EPA within ninety (90) calendar days after the Settling Work Defendants' receipt of final laboratory analytical results associated with the remedial investigation; and
 5. Feasibility Study Report shall be submitted to EPA within sixty (60) calendar days after EPA approval of the Remedial Investigation Report or Streamlined Risk Assessment Report, whichever is approved later.

TASK 3: Install three sentinel groundwater monitoring wells and sample quarterly for one year at two or three locations downgradient of the Phase 1a Area and upgradient of water supply well 30R3.

The Settling Work Defendants will install three sentinel groundwater monitoring wells at two or three locations downgradient of the Phase 1a Area and upgradient of Water Supply Well 30R3. The Settling Work Defendants will perform all activities in accordance with EPA guidance, including but not limited to, "Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA," EPA540-G/-89/004 dated October 1988.

It is anticipated that a single sentinel groundwater table monitoring well will be installed near the location of CPT/HP sample location H-9 (Technical Memorandum No. 11, February 7, 1997) at a proposed well depth of approximately 80 feet where the groundwater contamination apparently crosses underneath Washington Blvd. The second groundwater monitoring well will be installed as a two well cluster, one at the water table and a second well installed to a depth of approximately 200 feet on Burke Street within approximately 1000 feet upgradient of City of Santa Fe Springs water supply well 30R3. Water quality samples will be collected from the sentinel wells quarterly for one year. Subsequent sampling frequency will be

determined based on evaluation of the four quarterly results.

A.

Overview of the Goals of Task 3

1. Install three sentinel wells at two or three locations and sample quarterly for one year to monitor water quality immediately downgradient of the Phase 1a Area and at two distinct depths immediately upgradient of water supply well 30R3.

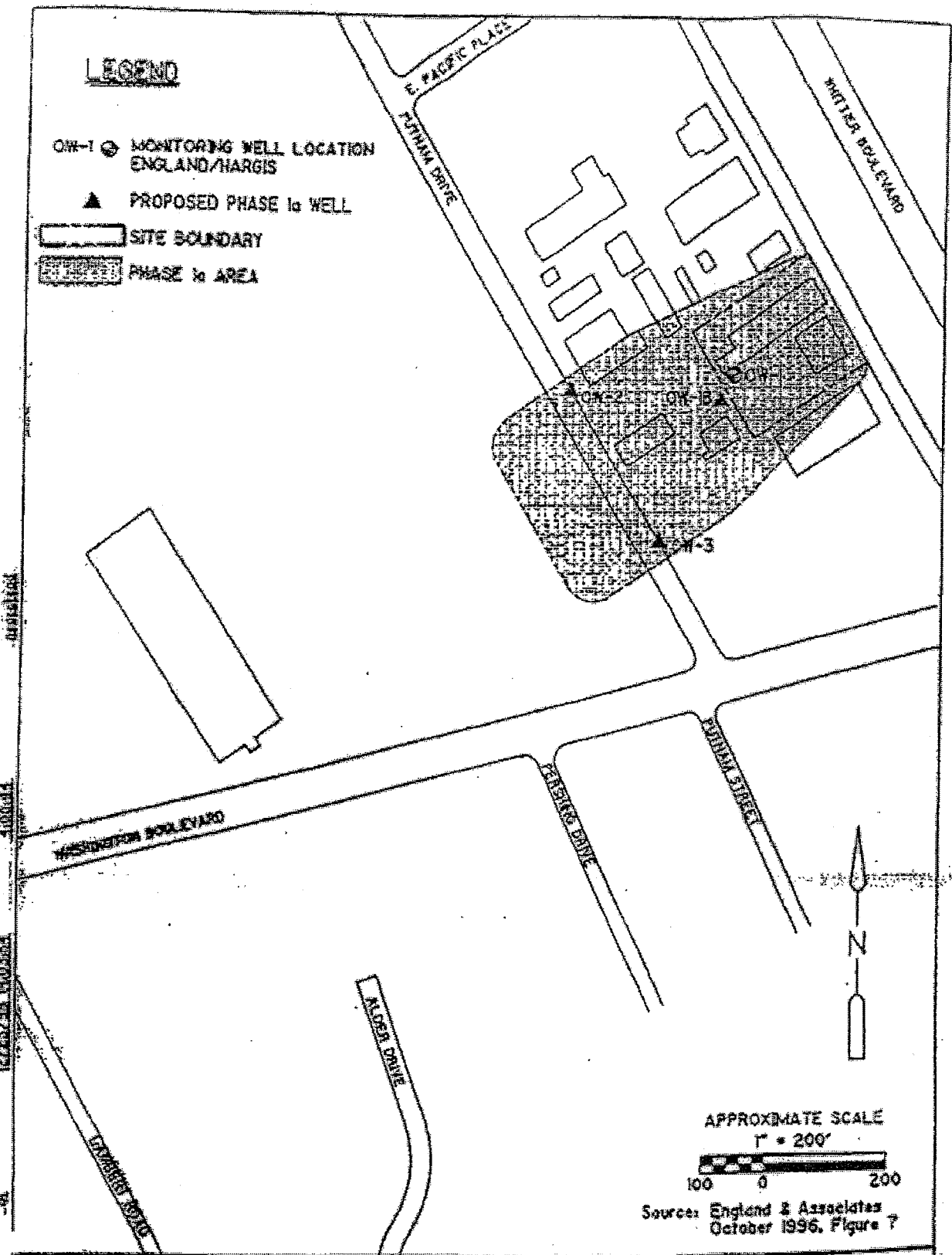
B.

Overview of the Deliverables for Task 3 and Schedule

1. A Sampling and Analysis Plan will be prepared with respect to the installation and monitoring of the sentinel wells and submitted to EPA within thirty (30) calendar days after the effective date of the Consent Decree;
2. A brief letter report will be prepared which describes the sentinel well installations and summarizes the analytical results for water quality samples collected from the sentinel wells during the first quarterly sampling event. This letter report will be submitted to EPA forty-five (45) calendar days after the Settling Work Defendants' receipt of the final laboratory analytical results.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPENDIX B
Map of Phase 1a
See Attached



OMEGA SITE PHASE 1a AREA

Figure 1a

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPENDIX C
Settling Cash Defendants

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPENDIX D
Settling Work Defendants

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPENDIX E

UAO



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
 REGION IX
 75 Hawthorne Street
 San Francisco, CA 94105-3901

1 IN THE MATTER OF:) Order No. 95-15
 2)
 3) ADMINISTRATIVE ORDER
 4 Omega Chemical Corporation) PURSUANT TO SECTION 106
 5 12504 E. Whittier Boulevard) OF THE COMPREHENSIVE
 6 Whittier, CA 90602) ENVIRONMENTAL RESPONSE
 7) COMPENSATION AND
 8) LIABILITY ACT OF 1980
 9) as amended, 42 U.S.C.
 10) Section 9606(a)
 11 RESPONDENTS:)
 12)
 13 Listed in Appendices A & B)
 14)
 15)
 16)
 17)
 18)
 19)
 20)
 21)
 22)
 23)
 24)

25 PREAMBLE

26 This Administrative Order (Order) is issued on this
 27 date to the Respondents, pursuant to the authority vested in the
 28 President of the United States by Section 106(a) of the
 29 Comprehensive Environmental Response, Compensation, and Liability
 30 Act of 1980, 42 U.S.C. Section 9606(a), as amended by the
 31 Superfund Amendments and Reauthorization Act of 1986, Pub. L.
 32 99-499 (CERCLA), delegated to the Administrator of the United
 33 States Environmental Protection Agency ("U.S. EPA") by Executive
 34 Order No. 12580, January 23, 1987, 52 Federal Register 2923,
 35 further delegated to the EPA Regional Administrators by U.S. EPA
 36 Delegation Nos. 14-14-A and 14-14-B, and further redelegated to
 37 the Director, Hazardous Waste Management Division by Region IX
 38 Delegations 1290.41 and 1290.42.

39 The State of California has been notified of the
 40 issuance of this Order as required by Section 106(a) of CERCLA,
 41 42 U.S.C. Section 9606(a).

1 This Order pertains to the Omega Chemical Corporation
2 Site property located at 12504 E. Whittier Boulevard, Whittier,
3 California ("the Site"). This Order requires the Respondents to
4 undertake and complete removal activities to abate an imminent
5 and substantial endangerment to the public health and welfare or
6 the environment that may be presented by the actual or threatened
7 release of hazardous substances at or from the Site.

8 PARTIES BOUND

9 This Order applies to and is binding upon Respondents
10 and Respondents' heirs, receivers, trustees, successors and
11 assigns. Any change in ownership or corporate status of
12 Respondents including, but not limited to, any transfer of assets
13 or real or personal property shall not alter such Respondents
14 responsibilities under this Order. Respondents are jointly and
15 severally liable for carrying out all activities required by this
16 Order. Compliance or noncompliance by one or more Respondents
17 with any provision of this Order shall not excuse or justify
18 noncompliance by any other Respondent. Respondents shall ensure
19 that their contractors, subcontractors, and representatives
20 comply with this Order. Respondents shall be responsible for any
21 noncompliance.

22 FINDINGS OF FACT

23 Based on available information, including the
24 Administrative Record in this matter, U.S. EPA hereby finds:

25 1. Site Description/Location

26 ~~The Omega Chemical Corporation, located at 12504 E. Whittier Boulevard, Whittier, California, is a chemical processing and waste management facility (primarily chlorinated hydrocarbons and fluorocarbons) which operated from 1973 until at least 1980.~~
27 ~~Omega utilized a variety of chemicals, thermal and physical treatment processes to recycle and reduce wastes. Drums and bulk loads of waste solvents and chemicals from various industrial activities were processed to produce commercial products. Waste generated from the treatment activities included still bottoms, aqueous fractions, and non-recoverable solvents.~~
28
29
30
31
32
33
34
35
36

37 The Site is approximately 40,000 square feet and
38 is comprised of two buildings, a warehouse (150 by 160 feet) and
39 an administrative building (80 by 30 feet) surrounded by a
40 service yard. Waste management units located at the facility
41 include drum storage areas, storage tanks, and distribution
42 towers. The two drum storage areas contain approximately 3,000,
43 55-gallon drums that contain wastes and are supported on wooden
44 pallets and stacked in rows three drums high. There are five,
45 5,000 gallon above ground storage tanks, allegedly containing

1 residual process sludge located in the western portion of the
2 property. The tanks sit on a concrete pad and are surrounded by
3 low walls. In addition, partially dismantled process equipment,
4 and numerous cylinders of various sizes and other treatment units
5 are located throughout the site.

6 The service yard appears to be paved with
7 concrete. The drums storage areas consist of two large concrete
8 pads. Prior to 1989, it is alleged that the storage areas were
9 unpaved or paved with asphalt that was not impervious to
10 hazardous waste migration. Ground beneath the tank storage area
11 in the southwest corner of the facility was noted as having a
12 deteriorating asphalt base during an April 1985 California
13 Department of Health Services ("DHS") inspection for Interim
14 Status Document Compliance. At the present, the concrete is
15 cracked in some areas and has saw-cut joints for expansion.
16 There are sumps located at the facility which may have served as
17 points of collection for surface runoff. The west, east, and
18 south boundaries of the property are enclosed with a concrete
19 block wall approximately 2 feet high. The concrete and interior
20 fences of the containment walls are not protected with chemical-
21 resistant coating. The facility's fence is only 4 feet high
22 along the northeast boundary and allows easy access to teenagers
23 and other persons who congregate at numerous public facilities in
24 the area.

25
26 The Site is located in the City of Whittier, a
27 community of approximately 77,000 people. The Site comprises a
28 mix of industrial, commercial, and residential property. The
29 area is zoned heavy industrial M-1; however, there is a public
30 skating rink located adjacent to the east of the Site and Kaiser
31 Hospital to the west. Residential areas are located across the
32 street to the south and there are three elementary schools and
33 two high schools within a one-mile radius of the facility. There
34 are several additional elementary schools, public parks, and
35 Whittier College located between one and two miles from the Site.

36 2. Respondents

37 Respondent Omega Chemical Corporation is a
38 corporation incorporated under the laws of California.
39 Respondent Omega Chemical Corporation holds title to the property
40 located at 12504 E. Whittier Boulevard, Whittier, California.
41 Omega Chemical Corporation operated the Site from in or about the
42 years from 1976 to at least 1991.

43 Respondent Dennis O'Meara is an individual who
44 resides in the State of Nevada. Mr. O'Meara is the President of
45 Omega Chemical Corporation and operated the Site in or about the
46 years from 1976 to at least 1991.

1 ~~Based on California Department of Toxic Substance~~
2 Control's ("DTSC") computer database for hazardous waste
3 manifests, in or about the years from 1988 to 1991, the
4 Respondents identified in Appendix A arranged for disposal or
5 treatment, or arranged with a transporter for transport for
6 disposal or treatment of greater than ten (10) tons of hazardous
7 waste to the Omega Chemical Corporation Site.

8 3. Incident/Release Characteristics

9 The Omega facility operated as an off-site
10 hazardous waste treatment and storage facility under Interim
11 Status designation from 1976 until 1991. The facility's
12 contractors detected releases of RCRA wastes to soil and
13 groundwater in a 1988 study. The Omega Chemical Corporation
14 entered into an Administrative Order on Consent, U.S. EPA Docket
15 No. RCRA-09-91-0005 ("RCRA Order") to implement a RCRA facility
16 investigation and interim measures which was signed by EPA on
17 October 17, 1991. In 1991, the State of California brought a
18 civil action against Omega Chemical Corporation and Mr. Dennis
19 O'Meara, the President of Omega Chemical Corporation, in the
20 Superior Court for Los Angeles County, which resulted in the
21 Court ordering Omega to cease operations, remove all hazardous
22 waste and close the facility.

23 On August 27, 1993, at the request of the DTSC,
24 EPA Federal On-Scene Coordinator, Richard Martyn, tasked the
25 Technical Assistance Team ("TAT") to conduct a site assessment at
26 the Omega Site. During the assessment, TAT observed
27 approximately 2900 drums of hazardous wastes that entirely filled
28 all available storage space at the Site. The drums were situated
29 on pallets, sometimes three high and stacked in rows across the
30 Site. Many of the drums were weathered from years of outside
31 storage; however, only a few of the drums inspected displayed any
32 signs of gross deterioration or were leaking. The DTSC concern
33 at this time was to oversee implementation of a drum removal
34 action and site restoration activities. The conclusion reached
35 from the 1993 TAT assessment was that Omega represented a
36 significant waste management problem, however the State was
37 working with the owner/operator, and the Site should remain State
38 lead. Since that 1993 assessment, the DTSC and EPA's RCRA program
39 have been actively pursuing the owner/operator to perform a
40 cleanup of the property. The State of California brought a
41 contempt action against Omega Chemical Corporation and Mr.
42 O'Meara, and in January 1995, the Superior Court found Mr.
43 O'Meara and Omega in contempt of its orders and ordered that Mr.
44 O'Meara and Omega cease all operations at the Site and cooperate
45 fully in all efforts to investigate and implement appropriate
46 action at the site. The State brought a criminal action against
47 Mr. O'Meara, and at the end of March 1995, Mr. O'Meara plead
48 guilty to two felony counts of illegal storage and disposal.

1 In January 1995, DTSC again requested that EPA
2 provide assistance in reevaluating conditions at the Site.
3 Another preliminary assessment was conducted on January 19, 1995,
4 and the following conditions were observed at the facility: 1)
5 over 3,000 drums were observed stacked three high, some without
6 pallets between them; 2) a large majority of the drums appeared
7 to be extremely corroded; 3) numerous drums were observed
8 leaking onto other drums and onto the concrete pad; and 4)
9 numerous spills were observed leading away from the drums to
10 other parts of the property.

11 At a meeting held by the DTSC on February 1, 1995,
12 written notice of Federal Interest was issued to the owner and
13 operator and to a group of companies that sent waste to the site.
14 Since that meeting the owner/operator hired an environmental
15 contractor, overpacked 83 leaking 55-gallon drums and submitted a
16 workplan for the removal of the containers to the State and EPA
17 for comment. The State and EPA found the plan to be deficient
18 and sent comments to the owner/operator. On March 27, 1995, the
19 attorney representing the owner/operator indicated that the
20 owner/operator did not have the financial ability to implement
21 the work in compliance with EPA comments within the time frame
22 required by EPA's letter.

23 24 4. Quantities and Types of Substances Present

25 There are currently approximately 3,000 55-gallon
26 drums stored at the Site which contain hazardous waste. During
27 the overpacking conducted by Omega's contractor, IT Corporation,
28 the drums were initially hazcategorized to better document their
29 contents. Hazcating revealed halogenated compounds and
30 hazardous waste characteristic of ignitability and corrosivity in
31 the drums. There is a comprehensive description of the
32 potential hazardous wastes handled at the Omega facility in the
33 Administrative Order on Consent (Docket No. RCRA 09-91-005) which
34 was signed by Omega Chemical. In its original RCRA Part A permit
35 application dated October 7, 1980, its revised RCRA Part A
36 application dated October 8, 1987 and its revised Notification of
37 Hazardous Waste activity dated September 24, 1990, Respondent
38 identified itself as handling the following hazardous wastes at
39 the Facility:

40 Hazardous wastes exhibiting the characteristics of
41 ignitability, corrosivity, reactivity, or toxicity
42 identified at 40 CFR 261.261.24: D001 through D029,
43 D035, D037, D038, D039, D040, and D043.

44 Hazardous waste from non-specific sources identified
45 at 40 CFR 261.31 and having the following EPA Hazardous
46 Waste Numbers: F001, F002, F003, F004, F005, F007,
47 F008, F008, F010, F011, F020, F022, F027, and F028

1 Hazardous waste from specific sources identified at
2 40 CFR 261.32 and having the following RCRA Hazardous
3 Waste Numbers: K001 through K043, K048 through K052,
4 K062, K083 through K086, K094 through K098, K101, K103,
5 K104 and K105.

6 Discarded commercial chemical products, manufacturing
7 chemical intermediates, off-specification commercial
8 products, or manufacturing chemical intermediates
9 having the following EPA Hazardous Waste Numbers: P001
10 through P122 (all P-series wastes).

11 Discarded commercial chemical products, manufacturing
12 chemical intermediates, off-specification commercial
13 products, or manufacturing chemical intermediates
14 having the following EPA Hazardous Waste Numbers:
15 U001 through U249 (all U-series wastes).

16 Hazardous waste process units that have been
17 identified at the Site, include the following items:

- 18 • 600 gallon storage tank (unknown contents)
- 19 • 20 gallons per hour incinerator
- 20 • 2,000 gallons per day pH modification chemical
21 treatment unit
- 22 • 2,000 gallons per day organic compounds reaction
23 chemical treatment unit
- 24 • 0.5 ton per hour thermal treatment unit
- 25 • 20,000 gallons per day low temperature oxidation
26 chemical treatment unit
- 27 • 2,000 gallons per day dewatering/drying physical
28 treatment unit
- 29 • 2,000 gallons per day distillation physical
30 treatment unit
- 31 • 3,000 gallons per day evaporation physical treatment
32 unit
- 33 • 2,000 gallons per day solidification/stabilization
34 physical treatment unit
- 35 • 200,000 gallon storage tank

36

1 5. Threats to the Public Health, Welfare, and
2 Environment

3 There is the potential for a spill or fire
4 involving halogenated solvents that could cause the release of
5 poisonous gases or cause groundwater pollution. There are
6 fire/explosion hazards associated with over a dozen
7 unmarked/unknown compressed gas cylinders, treatment tanks,
8 thermal destruction units and chemical reaction vessels, bulging
9 drums, liquid and crystalline solids, improper storage of
10 hazardous substances, and potential soil and groundwater
11 contamination. There is the potential for human endangerment due
12 to inadequate site security if the Site walls or fences are
13 breached.

14 Leaks and spills of various wastes have occurred
15 at the Omega facility resulting in documented contamination of
16 the soil and groundwater. Existing data from Omega's contractor
17 (ENSR, Report on Site Assessment Investigations at the Omega
18 facility, October 1988) indicate that groundwater contaminant
19 concentrations exceed removal action levels for drinking water
20 for methylene chloride, 1,1-dichloroethylene, 1,1,1-
21 trichloroethane, trichloroethylene, and tetrachloroethylene.
22 This report identifies significant concentrations of chlorinated
23 hydrocarbons in all the soil samples and the concentrations
24 appeared to increase with depth. As identified in the report,
25 the subsurface investigation and analytical results from the soil
26 and groundwater samples suggest that the soil and groundwater
27 contamination are directly related.

28 Methylene chloride is a suspected human carcinogen
29 (American Conference of Governmental Industrial Hygienists 1988-
30 1990).

31 Tetrachloroethylene ("PCE") is classified as a
32 human carcinogen. The Maximum Contaminant level (MCL) for
33 drinking water is 5 micrograms per liter. Up to 1030 micrograms
34 per liter of PCE was found in groundwater beneath the Site.

35 Trichloroethylene ("TCE") is classified as a
36 probable human carcinogen. The MCL for TCE is 5 micrograms per
37 liter. Up to 258 micrograms per liter of TCE was detected in
38 groundwater beneath the Site.

39 1,1-Dichloroethylene ("DCE") is classified as a
40 possible human carcinogen. The MCL for DCE is 6 micrograms per
41 liter. Upt to 1080 micrograms per liter of DCE was detected in
42 groundwater beneath the Site.

43 Chloroform is a suspected human carcinogen. Up to
44 24 micrograms per liter were found in groundwater below the site.

1 1,1,1-Trichloroethane ("Methyl chloroform") is
2 classified as a probable human carcinogen. The MCL for methyl
3 chloroform is 200 micrograms per liter. Up to 2080 micrograms
4 per liter were detected in groundwater beneath the Site.

5 CONCLUSIONS OF LAW

6 Based on the foregoing Findings of Fact and the
7 Administrative Record supporting this removal action, U.S. EPA
8 has concluded that:

9 6. The property on which Omega Chemical Corporation is
10 located at 12504 E. Whittier Boulevard, Whittier, California, is
11 a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C.
12 Section 9601(9).
13

14 7. Each Respondent is a "person" as defined by Section
15 101(21) of CERCLA, 42 U.S.C. Section 9601(21).

16 8. Respondent Mr. Dennis O'Meara is either a person
17 who at the time of disposal of any hazardous substances owned or
18 operated the Site within the meaning of Section 107(a)(2) of
19 CERCLA, 42 U.S.C. Section 107(a)(2) or who arranged for disposal
20 of hazardous substances at the Site within the meaning of Section
21 107(a)(3) of CERCLA, 42 U.S.C. Section 9607(a)(3).
22

23 9. Respondent Omega Chemical Corporation is the
24 current "owner" of the Site as defined by Section 101(20) of
25 CERCLA, 42 U.S.C. Section 9601(20) and owned or operated the Site
26 within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C.
27 Section 107(a)(2).
28

29 10. Each Respondent identified in Appendix A arranged
30 for disposal or treatment, or arranged for transport for disposal
31 or treatment of hazardous substances at the Omega Chemical
32 Corporation facility within the meaning of Section 107(a)(3) of
33 CERCLA, 42 U.S.C. Section 9607(a)(3).

34 11. Each Respondent is therefore a liable person under
35 Section 107(a) of CERCLA, 42 U.S.C. Section 9607.

36 12. Methylene chloride, Tetrachloroethylene ("PCE"),
37 Trichloroethylene ("TCE"), 1,1-Dichloroethylene ("DCE"), 1,1,1-
38 Trichloroethane ("Methyl chloroform"), characteristic hazardous
39 waste are hazardous substances as defined by Section 101(14) of
40 CERCLA, 42 U.S.C. Section 9601(14), and Section 302.4 of the
41 National Contingency Plan (NCP), 40 CFR Part 300.

42 13. The presence of hazardous waste in deteriorating
43 drums and the presence of Methylene chloride, Tetrachloroethylene
44 ("PCE"), Trichloroethylene ("TCE"), 1,1-Dichloroethylene ("DCE"),
45 and 1,1,1-Trichloroethane ("Methyl chloroform") in the soil and

1 groundwater constitutes an actual or threatened "release" as that
2 term is defined in Section 101(22) of CERCLA, 42 U.S.C. Section
3 9601(22).

4 DETERMINATIONS

5 Based on the above Findings of Fact and Conclusions of Law,
6 the Director, Hazardous Waste Management Division, EPA Region IX,
7 has made the following determinations:

8 14. The actual or threatened release of hazardous
9 substances from the Facility may present an imminent and
10 substantial endangerment to the public health, welfare, or the
11 environment.

12 15. The actions required by this Order, if properly
13 performed, are consistent with the National Contingency Plan
14 ("NCP"), 40 CFR Part 300 and CERCLA; and are appropriate to
15 protect the public health, welfare, or the environment.

16 16. The conditions present at the Site constitute a
17 threat to public health, welfare, or the environment based upon
18 consideration of the factors set forth in the NCP at 40 CFR
19 Section 300.415(b). These factors include, but are not limited
20 to, the following:

21 a. Actual or potential exposure to hazardous substances
22 by nearby populations, animals, or food chain
23

24 A serious threat is the potential for an uncontrolled
25 reaction between highly incompatible and acutely toxic chemicals.
26 Large quantities of waste chlorinated solvents in deteriorating
27 drums along with numerous other hazardous wastes at the Site lie
28 in close proximity to each other. There is a significant risk of
29 failure of the drums, which would cause a subsequent release.
30 A fire involving the chlorinated solvents could cause a poisonous
31 gas release that would be a major public health threat to the
32 surrounding populated area.

33 b. Weather conditions that may cause hazardous substances
34 to migrate or be released
35

36
37 The weather conditions at the Site have greatly affected the
38 integrity of the drums and other containers. Many of the drums
39 have either failed or are about to fail based on the severe
40 corroding occurring. As the material is released from their
41 containers, wind and rain have spread these materials onto other
42 containers and across the Site where they could be discharged
43 into the surrounding streets, adjacent storm sewers, and
44 eventually into the local creeks and streams.

45

1 c. Actual or potential contamination of drinking water
2 supplies

3 Soil and groundwater samples taken by Omega's contractor in
4 1988 reveal the presence of hazardous contaminants in
5 concentrations that exceed established health-based criteria.
6 The subsurface investigation and analytical results from the soil
7 and groundwater samples suggest that the soil and groundwater
8 contamination are directly related. Deeper aquifers in the
9 vicinity are used for drinking water. The upper and lower
10 aquifers may be hydraulically connected. The city of Santa Fe
11 Springs operates three wells within three miles of the Site.
12

13 d. The unavailability of other appropriate Federal or
14 State response mechanisms to respond to the release

15 The California Department of Toxic Substances has formally
16 transferred this Site to the United States Environmental
17 Protection Agency. The State does not possess the necessary
18 resources to conduct site stabilization and further removal
19 activities at this time.

20 e. Hazardous substances or pollutants or contaminants in
21 drums, barrels, tanks, or other bulk storage containers
22 that may pose a threat of release

23 There are over 3,000 drums, numerous tanks, compressed gas
24 cylinders and hazardous waste treatment units currently located
25 at the Site. These containers have been stored at the Omega for
26 many years and are in very poor condition. Over 80 drums were
27 discovered leaking and required overpacking during February and
28 March of 1995, and there are many highly corroded drums where
29 failure is imminent. An unabated release of these materials into
30 the environment may pose a significant threat to the local
31 community.

32 f. High levels of hazardous substances or pollutants or
33 contaminants in soils at or near the surface, that may
34 migrate

35 Soil contamination has been detected directly below the drum
36 storage area and it is suspected that this is related to the
37 contamination of the groundwater.

38 g. Threat of fire and explosion

39 The materials present on the Site are highly flammable and
40 given the deteriorated condition of the containers, the lack of
41 adequate security and the dense population of surrounding area,
42 there is a significant threat of fire and explosion.

1 ORDER

2 Based upon the foregoing Findings, Conclusions, and
3 Determinations, and pursuant to Section 106(a) of CERCLA, 42
4 U.S.C. Section 9606(a), it is hereby Ordered that the Respondents
5 undertake the following actions under the direction of EPA's On-
6 Scene Coordinator.

7 17. Respondents shall notify EPA in writing by June 1,
8 1995 stating their irrevocable intent to comply with this Order,
9 except for the activities set forth in paragraphs 21(h-i).
10 Respondents shall notify EPA in writing by September 1, 1995
11 stating their irrevocable intent to comply with the removal
12 activities set forth in Paragraphs 21(h-i) ("Phase II Work") of
13 this Order. In the event any Respondent fails to provide such
14 notice, that Respondent shall be deemed not to have complied with
15 the terms of this Order.

16 18. Within seven (7) calendar days after the effective
17 date of this Order, the Respondents shall submit to U.S. EPA for
18 approval, a Phase I Work Plan for the removal activities set
19 forth in Paragraph 21 (a-g) below. Within three (3) months after
20 the effective date of this Order, the Respondents shall submit to
21 U.S. EPA for approval, a Phase II Work Plan for the removal
22 activities set forth in Paragraph 21 (h-i). The Phase I and
23 Phase II Work Plans shall provide a concise description of the
24 activities to be conducted to comply with the requirements of
25 this Order, and shall include a proposed schedule for
26 implementing and completing the activities. The Phase I and
27 Phase II Work Plans shall be reviewed by U.S. EPA, which may
28 approve, disapprove, require revisions to, or modify the Work
29 Plans. The Respondents shall implement the Phase I and Phase II
30 Work Plans as finally approved by U.S. EPA. Once approved, the
31 Phase I and Phase II Work Plans shall be deemed to be
32 incorporated into and made a fully enforceable part of this
33 Order.

34 19. The Phase I and Phase II Work Plans shall contain
35 a site safety and health plan, a transportation and disposal
36 plan, and a schedule of the work to be performed. The site
37 safety and health plan shall be prepared in accordance with EPA's
38 Standard Operating Safety Guide, dated November, 1984, and
39 updated July, 1988, and with the Occupational Safety and Health
40 Administration (OSHA) regulations applicable to Hazardous Waste
41 Operations and Emergency Response, 29 CFR Part 120.

42 20. The Respondents shall retain an environmental
43 contractor qualified to undertake and complete the requirements
44 of this Order, and shall notify U.S. EPA of the name of such
45 contractor within five (5) days of the receipt of this Order.
46 U.S. EPA retains the right to disapprove of any, or all, of the
47 contractors and/or subcontractors retained by the Respondents.

1 In the event U.S. EPA disapproves of a selected contractor, the
2 Respondents shall retain a different contractor to perform the
3 work, and such selection shall be made within two (2) business
4 days following U.S. EPA's disapproval.

5 21. Within three (3) calendar days after U.S. EPA
6 approval of the Phase I Work Plan, the Respondents shall commence
7 implementation of the Work Plan as approved or modified by U.S.
8 EPA. Within three (3) calendar days after U.S. EPA approval of
9 the Phase II Work Plan, the Respondents shall commence
10 implementation of the Phase II Work Plan as approved or modified
11 by U.S. EPA. Failure of any Respondent to properly implement all
12 aspects of the Phase I or Phase II Work Plan shall be deemed to
13 be a violation of the terms of this Order. The Phase I Work Plan
14 shall require the Respondents to perform, and complete within
15 sixty (60) calendar days after approval, at a minimum, the
16 removal activities identified in paragraphs (a-g). The Phase II
17 Work Plan shall require the Respondents to perform, and complete
18 within ninety (90) calendar days after approval, at a minimum,
19 the activities identified in paragraphs (h-i):

20 a. Immediately provide security and restrict access to the
21 Site and prevent any materials, equipment or any other
22 item from being removed from the Site without prior EPA
23 approval.

24 b. Provide security during removal operations.

25 c. Sample and characterize all drums, containers and
26 hazardous materials.

27 d. Perform air monitoring and sampling in accordance with
28 OSHA requirements during all phases of the removal
29 action, especially when there is a potential for
30 airborne releases of toxic air contaminants.
31 Operational controls such as dust suppression will be
32 used to abate fugitive dust emissions.

33 e. Remove or stockpile non-hazardous vehicles, equipment,
34 and debris to provide adequate space for response
35 operations.

36 f. Prepare all hazardous substances for proper
37 transportation for disposal, or where feasible,
38 alternative treatment or reuse/recycle options. The
39 above may include bulking of compatible waste streams,
40 direct shipment of materials appropriate for reuse,
41 recontainerization of materials into DOT specification
42 containers, lab packing small containers, solidification
43 of liquid wastes, and neutralization or other on-site
44 treatment of wastes.

- 1 g. Remove grossly contaminated equipment, structures and
2 debris for proper disposal in compliance with state and
3 federal regulations. Decontaminate structures pursuant
4 to applicable state and federal regulations and laws.
- 5 h. Conduct surface and subsurface soil sampling and
6 groundwater sampling to determine the nature and extent
7 of contamination.
- 8 i. Dispose, stabilize or treat grossly contaminated
9 concrete, asphalt and/or soils found at or near the
10 surface at the direction of the OSC.

11 22. The Respondents shall provide EPA with written
12 weekly summary reports. These reports should contain a summary
13 of the previous week's activities and up-coming activities.
14

15 23. Respondents shall inform EPA at least forty-eight
16 (48) hours prior to commencement of on-Site work.

17 24. All sampling and analysis shall be consistent with
18 the "Quality Assurance/Quality Control Guidance for Removal
19 Activities": "Sampling QA/QC Plan and Data Validation
20 Procedures," EPA OSWER Directive 9360.4-01, dated April, 1990.

21 25. Any hazardous substance, pollutant, or contaminant
22 transferred off-Site as a result of this Order must be taken to a
23 facility acceptable under the EPA Off-Site Disposal Policy (OSWER
24 Directive 9834.11, November 13, 1987) in accordance with CERCLA
25 Section 121(d)(3), 42 U.S.C. §9621(d)(3).

26 26. With five (5) days of receipt of this Order, the
27 Respondents shall designate a Project Coordinator. To the
28 greatest extent possible, the Project Coordinator shall be
29 present on site or readily available during site work. The U.S.
30 EPA has designated Richard Martyn as its On-Scene Coordinator.
31 The On-Scene Coordinator and the Project Coordinator shall be
32 responsible for overseeing the implementation of this Order. To
33 the maximum extent possible, communication between the
34 Respondents and the U.S. EPA, and all documents, reports, and all
35 other correspondence concerning the activities relevant to this
36 Order, shall be directed through the On-Scene Coordinator and the
37 Project Coordinator.

38 27. The U.S. EPA and the Respondents shall each have
39 the right to change their respective designated On-Scene
40 Coordinator or Project Coordinator. U.S. EPA shall notify the
41 Respondents, and Respondents shall notify U.S. EPA, as early as
42 possible before such a change is made, but in no case less than
43 24 hours before such a change. Notification may initially be
44 verbal, but shall promptly be reduced to writing.

1 28. The U.S. EPA On-Scene Coordinator shall have the
2 authority vested in an On-Scene Coordinator by the NCP, 40 CFR
3 Part 300, as amended, including the authority to halt, conduct,
4 or direct any work required by this Order, or to direct any other
5 response action undertaken by U.S. EPA or the Respondents.

6 29. No extensions to the above time frames shall be
7 granted without sufficient cause. All extensions must be
8 requested in writing, and shall not be deemed accepted unless
9 approved in writing, by U.S. EPA.

10 30. All instructions by the U.S. EPA On-Scene
11 Coordinator or his designated alternate shall be binding upon the
12 Respondents as long as those instructions are not clearly
13 inconsistent with the National Contingency Plan.

14 31. To the extent that the Facility, or other areas
15 where work under this Order is to be performed is owned by, or in
16 possession of, someone other than the Respondents, the
17 Respondents shall obtain all necessary access agreements. In
18 the event that after using their best efforts any Respondent is
19 unable to obtain such agreements, the Respondent shall
20 immediately notify U.S. EPA.

21 32. Respondents, Omega Chemical Corporation and Dennis
22 O'Meara, shall provide access to the Site and participate and
23 cooperate with the Respondents for the performance of the work
24 under this Order. The Respondents shall provide access to the
25 Site to U.S. EPA employees, contractors, agents, and consultants
26 at reasonable times, and shall permit such persons to be present
27 and move freely in the area in order to conduct inspections,
28 including taking photographs and videotapes of the Site, to do
29 cleanup/stabilization work, to take samples, to monitor the work
30 under this Order, and to conduct other activities which the U.S.
31 EPA determines to be necessary.

32 33. Nothing contained herein shall be construed to
33 prevent U.S. EPA from seeking legal or equitable relief to
34 enforce the terms of this Order, or from taking other legal or
35 equitable action as it deems appropriate and necessary, or from
36 requiring the Respondents in the future to perform additional
37 activities pursuant to CERCLA, 42 U.S.C. Section 9601, et seq.,
38 or any other applicable law.

39 34. The provisions of this Order and the directions of
40 the On-Scene Coordinator shall be binding on the employees,
41 agents, successors, and assigns of the Respondents.

42 35. The Respondents shall retain copies of all records
43 and files relating to hazardous substances found on the site for
44 six (6) years following completion of the activities required by

1 this Order and shall make them available to the U.S. EPA prior to
2 the termination of the removal activities under this Order.

3 36. The Respondents shall submit a final report
4 summarizing the actions taken to comply with this Order. The
5 report shall contain, at a minimum: identification of the
6 facility, a description of the locations and types of hazardous
7 substances encountered at the facility upon the initiation of
8 work performed under this Order, a chronology and description of
9 the actions performed, a discussion of how all problems were
10 resolved, a listing of quantities and types of materials removed
11 from the facility, a discussion of removal and disposal options
12 considered for any such materials, a listing of the ultimate
13 destination of those materials, and a presentation of the
14 analytical results of all sampling and analysis performed and
15 accompanying appendices containing all relevant paperwork
16 prepared during the action (e.g., manifests, invoices, bills,
17 contracts, permits). The final report shall also include the
18 total cleanup costs incurred for all removal activities and an
19 affidavit from a person who supervised or directed the
20 preparation of that report. The affidavit shall certify under
21 penalty of law that based on personal knowledge and appropriate
22 inquiries of all other persons involved in preparation of the
23 report, the information submitted is true, accurate, and complete
24 to the best of the affiant's knowledge and belief. The report
25 shall be submitted within thirty (30) days of completion of the
26 work required by this Order.

27 37. All notices, reports, and requests for extensions
28 submitted under the terms of this Order shall be sent by
29 certified mail, return receipt requested, and addressed to the
30 following:

31
32 one copy to: Richard Martyn
33 On-Scene Coordinator (H-8-3)
34 U.S. EPA
35 75 Hawthorne Street
36 San Francisco, CA 94105
37 (415) 744-2288

38 one copy to: John Jaros
39 Enforcement Officer (H-8-4))
40 U.S. EPA
41 75 Hawthorne Street
42 San Francisco, CA 94105
43 (415) 744-2316

44 38. If any provision of this Order is deemed invalid
45 or unenforceable, the balance of this Order shall remain in full
46 force and effect.

1 REIMBURSEMENT OF COSTS

2 39. Respondents shall reimburse EPA, upon written
3 demand, for all response costs incurred by the United States in
4 overseeing Respondents' implementation of the requirements of
5 this Order. EPA may submit to Respondents on a periodic basis a
6 bill for all response costs incurred by the United States with
7 respect to this Order. EPA's itemized Cost Summary, or such
8 other summary as certified by EPA, shall serve as the basis for
9 payment.

10 40. Respondents shall, within 30 days of receipt of
11 the bill, remit a cashier's or certified check for the amount of
12 those costs made payable to the "Hazardous Substance Superfund"
13 to the following address:

14 U.S. Environmental Protection Agency
15 Superfund Accounting
16 P.O. Box 360863M
17 Pittsburgh, PA 15251

18 41. Respondents shall simultaneously transmit a copy
19 of the check to the Deputy Director, Hazardous Waste Management
20 Division, U.S. EPA Region 9. Payments shall be designated as
21 Response Costs - Omega Chemical Site and shall reference the
22 payor's name and address, the EPA Site identification number and
23 the docket number of this Order.

24 42. Interest at a rate established by the Department
25 of the Treasury pursuant to 31 U.S.C. Section 3717 and 4 CFR
26 Section 102.13 shall begin to accrue on the unpaid balance from
27 the day after the expiration of the 30 day period notwithstanding
28 any dispute or an objection to any portion of the costs.

29 MODIFICATIONS

30 43. Modifications to any plan or schedule may be made
31 in writing by the OSC or at the OSC's oral direction. If the OSC
32 makes an oral modification, it will be memorialized in writing
33 within 5 days; provided, however, that the effective date of the
34 modification shall be the date of the OSC's oral direction.

35 44. The rest of the Order, or any other portion of the
36 Order may only be modified in writing by signature of the
37 Director of the Hazardous Waste Management Division. If
38 Respondents seek permission to deviate from any approved plan or
39 schedule, Respondents' Project Coordinator shall submit a written
40 request to EPA for approval outlining the proposed modification
41 and its basis.

42 45. No informal advice, guidance, suggestion, or
43 comment by EPA regarding reports, plans, specifications,

1 schedules, or any other writing submitted by the Respondents
2 shall relieve the Respondents of their obligations to obtain such
3 approval as may be required by this Order, and to comply with all
4 requirements of this Order unless it is formally modified.

5 ACCESS TO ADMINISTRATIVE RECORD

6 46. The Administrative Record supporting the selection
7 of the response action for this site is available for review on
8 normal business days between the hours of 9:00 a.m. and 5:00 p.m.
9 in the Office of Regional Counsel, United States Environmental
10 Protection Agency, Region IX, 75 Hawthorne Street, 16th Floor,
11 San Francisco, California. If additional information becomes
12 available, EPA will revise the Administrative Record to reflect
13 such material. To review the Administrative Record contact Jan
14 Carlson at (415) 744-1395. A Draft Index to the Administrative
15 Record is enclosed with the Order.

16 OPPORTUNITY TO CONFER

17 47. With respect to the actions required above, the
18 Respondents may have a conference with EPA at 10:00 am, May 24,
19 1995 at the following location:

20 Long Beach Public Library
21 101 Pacific Avenue
22 Long Beach, California
23 (310) 570-7500

24 Respondents may appear in person or be represented by an attorney
25 or other representative. Respondents may present any information
26 regarding this Order. Regardless of whether a conference is
27 held, Respondents may submit any information arguments or
28 comments in writing to EPA within 2 business days following the
29 conference, or within 7 business days of issuance of the Order if
30 no conference is requested. This conference is not an
31 evidentiary hearing, does not constitute a proceeding to
32 challenge this Order, and does not give Respondents a right to
33 seek review of this Order.

34 48. The Respondents are hereby notified that U.S. EPA
35 will take any action which may be necessary in the determination
36 of U.S. EPA for the protection of public health and welfare and
37 the environment, and Respondents may be liable under Section
38 107(a) of CERCLA, 42 U.S.C. Section 9607(a), for all past and
39 future costs of these government actions.

40 PENALTIES FOR NONCOMPLIANCE

41 49. The Respondents are advised pursuant to Section
42 106(b) of CERCLA, 42 U.S.C. Section 9606(b), that willful

1 violation or subsequent failure or refusal to comply with this
2 Order, or any portion thereof, may subject each noncomplying
3 Respondents to a civil penalty of up to \$25,000 per day for each
4 day in which such violation occurs, or such failure to comply
5 continues. Failure to comply with this Order, or any portion
6 thereof, without sufficient cause may also subject the
7 Respondents to liability for punitive damages in an amount three
8 times the amount of any cost incurred by the government as a
9 result of the failure of the Respondents to take proper action,
10 pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. Section
11 9607(c)(3).

12 COMPLIANCE WITH OTHER LAWS

13 50. The Respondents shall comply with all applicable
14 federal, state, and local laws and regulations in carrying out
15 the terms of this Order. As indicated above, all hazardous
16 substances removed from the Site must be handled in accordance
17 with the Resource Conservation and Recovery Act of 1976, 42
18 U.S.C. Section 6921, et seq., the regulations promulgated under
19 that Act, and Section 121(d)(3) of CERCLA, 42 U.S.C. Section
20 9621(d)(3).

21 ENDANGERMENT DURING IMPLEMENTATION

22 51. The Director, Hazardous Waste Management Division,
23 EPA Region IX, may determine that acts or circumstances (whether
24 related to or unrelated to this Order) may endanger human health,
25 welfare, or the environment, and as a result of this
26 determination, may order the Respondents to stop further
27 implementation of this Order until the endangerment is abated.

28 GOVERNMENT NOT LIABLE

29 52. The United States Government and its employees and
30 other representatives shall not be liable for any injuries or
31 damages to persons or property resulting from the acts or
32 omissions of the Respondents, their employees, contractors, or
33 other representatives caused by carrying out this Order. The
34 United States Government is not a party to any contract with the
35 Respondents.

1 EFFECTIVE DATE

2 53. The effective date of this Order is June 1, 1995
3 unless modified in writing by EPA.

4 THIS ORDER IS ISSUED on this 9th day of May, 1995.

6 UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

7 By: Jeff Zelikson
8 Jeff Zelikson, Director
9 Hazardous Waste Management Division
10 United States Environmental Protection Agency
11 Region IX

Contacts:

Richard Martyn
On Scene Coordinator
Emergency Response Section (H-8-3)
United States Environmental Protection Agency
75 Hawthorne Street
San Francisco, CA 94105
(415) 744-2288

John P. Jaros
Enforcement Officer
Removal Response Section (H-8-4)
United States Environmental Protection Agency
75 Hawthorne Street
San Francisco, CA 94105
(415) 744-2316

Janet R. Carlson
Assistant Regional Counsel (RC-3-1)
Office of Regional Counsel
United States Environmental Protection Agency
75 Hawthorne Street
San Francisco, CA 94105
(415) 744-1395

ABEX Aerospace Division
c/o Kilpatrick & Cody
Attn: Christopher Lyman
700 13th St. NW, Suite 800
Washington, D.C. 20005

ACC Casting Company
11126 Greenstone Avenue
Santa Fe Springs, CA 90670

AAD Distribution & Dry Cleaning
Attn: Harry Pourat
2306 E. 38th Street
Vernon, CA 90058

Air Products & Chemicals, Inc.
Attn: Todd Solodar
7201 Hamilton Blvd.
Allentown, PA 18195-1501

Alcoa Electronic Packaging, Inc.
c/o Leboeuf, Lamb, Green, & McRae
Attn: Patricia A. Shaw
601 Grant Street
Pittsburgh, PA 15219-1819

Alpha Therapeutic
Attn: Edward McQueeney
5555 Valley Blvd.
Los Angeles, CA 90032

Amcast Aerospace
11000 Jersey Blvd
Rancho Cucamonga, CA 91730

ANJA Engineering Corporation
c/o Scripto Tokai Corporation
Attn: Fred Ashley
11591 Etiwanda Ave.
Fontana, CA 92335

Applied Air Engineering Ind., Inc.
Attn: Dennis H. Larkin
13217 Barton Circle
Whittier, CA 90605-3255

Applied Magnetics Corp.
Attn: Don W. Nelson
75 Robin Hill Road
Goleta, CA 93117

Applied Micro Circuits Corp.
Attn: Joel O. Holliday
6195 Lusk Blvd.
San Diego, CA 92121-2793

Applied Micro Circuits Corp.
5502 Oberlin Drive
San Diego, CA 92121

Appropriate Technologies II, Inc.
Attn: Thomas C. Vernon
5964 LaPlace Court, Ste 150
Carlsbad, CA 92008

Appropriate Technologies II, Inc.
1700 Maxwell Road
Chula Vista, CA 92011

Appropriate Technologies II, Inc.
750 Design Court, # 105
Chula Vista, CA 91911

Arjon, Inc., Adhesives/Film Div.
Attn: Gary V. Taylor
2811 South Harbor Blvd.
Santa Ana, CA 92704-5805

Armor All Products Corp.
4030 W. Chandler Ave.
Santa Ana, CA 92704

Artesia Manufacturing Co.
350 W. Manville
Compton, CA 90220

Avery Dennison
Attn: Robert Hamilton
1616 South California Ave.
Monrovia, CA 91016-4622

BASF Structural Materials, Inc.
1440 N. Kraemer Blvd.
Anaheim, CA 92806

Baxter/Bentley Lab, Inc.
c/o Latham & Watkins
Attn: Robin Hulshizer
633 West 5th Street
Los Angeles, CA 90071-2007

Bio Science Enterprises
c/o SmithKline Beecham Corporation
Attn: Paul Noll
One Franklin Plaza (FP 2225)
200 North 16th Street
Philadelphia, PA 19102

Bonneville Pacific Corp.
Attn: Todd L. Wirwer
50 West 300 South, Ste 600
Salt Lake City, UT 84101

APPENDIX A

PRP GENERATOR LIST

ABEX Aerospace Division
c/o Kilpatrick & Cody
Attn: Christopher Lyman
700 13th St. NW, Suite 800
Washington, D.C. 20005

ACC Casting Company
11126 Greystone Avenue
Santa Fe Springs, CA 90670

AAD Distribution & Dry Cleaning
Attn: Harry Pourat
2306 E. 38th Street
Vernon, CA 90058

Air Products & Chemicals, Inc.
Attn: Todd Solodar
7201 Hamilton Blvd.
Allentown, PA 18195-1501

Alcoa Electronic Packaging, Inc.
c/o Leboeuf, Lamb, Green, & McRae
Attn: Patricia A. Shaw
601 Grant Street
Pittsburgh, PA 15219-1819

Alpha Therapeutic
Attn: Edward McQueeney
5555 Valley Blvd.
Los Angeles, CA 90032

Amcast Aerospace
11000 Jersey Blvd
Rancho Cucamonga, CA 91730

ANJA Engineering Corporation
c/o Scripto Tokaj Corporation
Attn: Fred Ashley
11591 Etiwanda Ave.
Fontana, CA 92335

Applied Air Engineering Ind., Inc.
Attn: Dennis H. Larkin
13217 Barton Circle
Whittier, CA 90605-3255

Applied Magnetics Corp.
Attn: Don W. Nelson
75 Robin Hill Road
Goleta, CA 93117

Applied Micro Circuits Corp.
Attn: Joel O. Holliday
6195 Lusk Blvd.
San Diego, CA 92121-2793

Applied Micro Circuits Corp.
5502 Oberlin Drive
San Diego, CA 92121

Appropriate Technologies II, Inc.
Attn: Thomas C. Vernon
5964 LaPlace Court, Ste 150
Carlsbad, CA 92008

Appropriate Technologies II, Inc.
1700 Maxwell Road
Chula Vista, CA 92011

Appropriate Technologies II, Inc.
750 Design Court, # 105
Chula Vista, CA 91911

Arlon, Inc., Adhesives/Film Div.
Attn: Gary V. Taylor
2811 South Harbor Blvd.
Santa Ana, CA 92704-5805

Armor All Products Corp.
4030 W. Chandler Ave.
Santa Ana, CA 92704

Artesia Manufacturing Co.
350 W. Manville
Compton, CA 90220

Avery Dennison
Attn: Robert Hamilton
1616 South California Ave.
Monrovia, CA 91016-4622

BASF Structural Materials, Inc.
1440 N. Kraemer Blvd.
Anaheim, CA 92806

Baxter/Bentley Lab, Inc.
c/o Latham & Watkins
Attn: Robin Hulshizer
633 West 5th Street
Los Angeles, CA 90071-2007

Bio Science Enterprises
c/o SmithKline Beecham Corporation
Attn: Paul Noll
One Franklin Plaza (FP 2225)
200 North 16th Street
Philadelphia, PA 19102

Bonneville Pacific Corp.
Attn: Todd L. Wirwer
50 West 300 South, Ste 600
Salt Lake City, UT 84101

Bonneville Pacific Corp.
7325 South Hanson Way, P.O. Box 5699
Santa Maria, CA 93456

Bonanza Aluminum Corp.
11711 Pacific Ave.
Fontana, CA 92335

Bonanza Aluminum Corp.
1420 South Bon View
Ontario, CA 92335

Broadway
Attn: Lon B. Novatt, Senior Counsel
3880 North Mission Road
Los Angeles, CA 90031

Brown, Burr
Attn: Gary C. Tucker, General Counsel
P.O. Box 11400
Tucson, AZ 85734

Brown, Burr
6730 South Tucson Blvd.
Tucson, AZ 85607

Cabrillo Boat
Attn: Mr. Holland
Berth 41
San Pedro, CA 90731

California Mart
Attn: Rick McNeil
840 Newport Center Dr., Ste 500
Newport Beach, CA 92660-6324

California Mart
110 East 9th Street, Suite #A-727
Los Angeles, CA 90079

CAL TRANS
Attn: Gerald Costello
865 S. Figueroa, Ste 400
Los Angeles, CA 90017

CAL TRANS
Attn: Gary Winters
650 Howe Avenue, Suite 400
Sacramento, CA 95825

Celita Corp. (Lompoc Plant)
c/o Manville Corp.
Attn: Bruce Ray
717 17th Street
P.O. Box 5108
Denver, CO 80202

Central Heating Plant
301 North Broadway
Los Angeles, CA

Century Laminators
Attn: Shelly Davis
1225 Knollwood Circle
Anaheim, CA 92801

Century Laminators
Attn: Shelly Davis
1182 Knollwood Circle
Anaheim, CA 92801

Chatsworth Plating Co.
8865 Canoga Ave.
Carioga Park, CA 91304

Chem Waste Manager
Attn: P.B. Walker,
Senior Environmental Counsel
2400 W. Union Ave., Ste 200
Englewood, CO 80110

Chem Waste Management
c/o Waste Management Inc.
Attn: Steve Richtel
3900 S. Wadsworth Blvd., Ste. 800
Lakewood, CO 80235

Cherokee International, Inc.
c/o O'Brien, Gazin, & Peterson
Attn: Tom Peterson
611 Anton Blvd, Ste. 120
Costa Mesa, CA 92626

City of Santa Maria
City Attorney's Office
Attn: Wendy Stockton
204 East Cook Street
Santa Maria, CA 93454-5190

Coast to Coast Analytical Services
Attn: A.G. Baker
Safety and Loss Control
1704 W. North "A" Street
Tampa, FL. 33606

Coatings Resource Corp.
12236 Cost Drive
Whittier, CA 90601

Columbia Showcase & Cabinet Co.
11034 Sherman Way
Sun Valley, Ca 91352

Computer Coating Co.
15607 New Century Drive
Gardena, CA 90247

Continental Airlines
Attn: Terri Ann Fort, Env. H&S
for Plating Shops
15333 John F. Kennedy Blvd., Ste. 212
Houston, TX 77032

Coral Chemicals
Attn: Louis Caldarelli
10109 Shoemaker Ave.
Santa Fe Springs, CA 90670

Crosby & Overton - Plant #1
Attn: Michael Shloub
1610 West 17th Street
Long Beach, CA 90813

Crosby & Overton - Plant #1
Attn: Michael Shloub
1619 West 16th Street
Long Beach, CA 90813

Curtis Technology
11391 Sorrento Valley Road
San Diego, CA 92121

Cytec Industries, Inc.
1440 N. Kraemer Blvd.
Anaheim, CA 92806

Datatronics, Inc.
Attn: Mark Robinson
238151 Hwy 74
Romoland, CA 92585

Datatronics, Inc.
P.O. Box 1398
Romoland, CA 92380

Deutsch Co. Electronic Components
c/o Folger & Levin
Attn: Scott Bowen
1900 Ave. of the Stars, Ste. 2800
Los Angeles, CA 90067

Discovision Associates
915 E. 23rd Street
Carson, CA 90745

Discovision Associates
915 E. 230th Street
Carson, CA 90745

Diversey Wyandotte Corp.
Attn: David E. Barr, Esq.
12025 Tech Center Drive
Livonia, MI 48150-2122

Diversey Wyandotte Corp.
P.O. Box 2147
Los Nietos, CA 90610

Dond-Well Adhesives, Inc.
1171 N. Tustin Ave.
Anaheim, CA 92807

Eaton Corp./MSC Products
Attn: Mark Tennison
1640 Monrovia Ave.
Costa Mesa, CA 92627

Eaton Corp./MSC Products
Attn: Scott Allery
1111 Superior Avenue
Cleveland, OH 44114

Federal Envelope Company
c/o CC Industries, Inc.
Attn: Tamara Stewart
222 North LaSalle St., Ste. 1000
Chicago, IL 60601

Film Salvage Co.
4901 Exposition Blvd.
Los Angeles, CA 90016

Film Salvage Co.
P.O. Box 2507
Pomona, CA 91769

Film Salvage Co.
3602 Crenshaw Blvd.
Los Angeles, CA 90016

Forest Products
4315 Dominguez Road
Rockaw, CA 95677

GAF
11800 Industry Ave.
Fontana, CA 92336

Gamma F Corp.
Attn: Philip Yan
3051 Fujita Street
Torrance, CA 90505

Gamma F Corp.
3111 Fujita Street
Torrance, CA 90505

GATX Terminals Corp.
Attn: J. Michael Martin
2000 E. Sepulveda Blvd.
P.O. Box 9007
Long Beach, CA 90810-1937

The Geon Company
Attn: Lee Larson
6100 Oak Tree Blvd.
Independence, OH 44131

George Industries, Inc.
Attn: Claire Gering
4116 Whiteside Street
Los Angeles, CA 90063

Golden West Refining Co.
Attn: Vincent LaPore III
13539 E. Foster Road
Santa Fe Springs, CA 90670

Golf Products USA
7350 E. Compton Blvd
Paramount, CA 90723

Golf Products USA
15125 Garfield Avenue
Paramount, CA 90723

Great Western Chemical Co.
Attn: Lee R. Zimmerli
808 Southwest Fifteen Ave
Portland, OR 97205

GSE Energy, Inc.
Attn: Todd Solodar
7201 Hamilton Blvd.
Allenton, PA 18195-1501

Gulfstream Aerospace Corp.
Attn: William D. Sherrod
500 Gulf-Stream Rd.
P.O. Box 2206, M/S D-02
Savannah, GA 31402-2206

Harpers
2027 Harpers Way
Torrance, CA 90501

Hexfet America
Attn: Jeff Lequia
41915 Business Park Drive
Temecula, CA 92590

Hexfet America
233 Kansas Street
El Segundo, CA 90245

High Voltage Trans Services Co.
Attn: Bernie A. DeKay
360 N. Palm Street
Brea, CA 92621

Hitachi Consumer Products, Inc.
Attn: Matthew Clark, Esq.
3890 Steve Reynolds Blvd.
Norcross, GA 30093

Hitachi Consumer Products, Inc.
901 East South Street
Anaheim, CA 92806

HITCO Materials Division
c/o BP America Inc.
Attn: Jack Litmer
200 Public Square, 39-E
Cleveland, OH 44114-2375

Huck Mfg. Company
Attn: Keith Pettus
6 Thomas
Irvine, CA 92718

Huck Mfg. Company
P.O. Box 5258
Carson, CA 90749

Hughes Missile System
c/o General Dynamics
Attn: Gerry Hardacre
3302 Pacific Highway (MZ 88-2520)
San Diego, CA 92101

Hughes Network Systems
3033 Science Park Drive
San Diego, CA 92121

Hughes Network Systems
4128 Sorrento Valley Blvd.
San Diego, CA 92121

Jan-Kens Enameling Co., Inc.
Attn: Greg Sinatra
715 E. Cypress
Monrovia, CA 91016

Jet Propulsion Lab
Charles L. Buri
4800 Oak Grove Drive
Pasadena, CA 91109-8099

Johnson Dielectrics, Inc.
P.O. Box 6456
Burbank, CA 91505

KC Photo Engraving
Attn: Michael Curley
2666 E. Nina Street
Pasadena, CA 91107

Kester Solder Company
Attn: Dan Hall
1730 N. Orangethorpe Park
Anaheim, CA 92801

Litton Industries, Inc.
Attn: Raymond F. Kirkman
for Kester Solder Company
360 North Crescent Drive
Beverly Hills, CA 90210-4867

Kimberly Clark Corp.
Attn: Lynn Bailey
2001 East Orangethorpe Ave.
Fullerton, CA 92634

*
L.A. Health Services
Attn: [Redacted]
[Redacted]
[Redacted]
Van Nuys, CA 91405

City of Los Angeles Dept. of Airports
Attn: Maurice Z. Laham
Environmental Manager
for L.A. International Airport
7411 World West Way, P.O. Box 92216
Los Angeles, CA 90009-2216

La Van Specialty Co.
14923 Proctor Ave.
City of Industry, CA 91746

Lear Siegler, Inc.
2910 E. Ana Street
Compton, CA 90221

Luxfer USA Ltd.
c/o Alcan Aluminum Corp.
Attn: John Tillman
100 Erieview Plaza, 17th Floor
Cleveland, OH 44114

Fresno Unified School District
Attn: Lyn Peters
for Maintenance Department
717 South Seventh Street
Fresno, CA 93702

Manufacturing Tech, Inc.
2226 Goodyear Avenue
Ventura, CA 93003

Marvin Electric Mfg. Co., Inc.
c/o Latham & Watkins
Attn: Michael Feeley
633 W. Fifth St., Ste. 4000
Los Angeles, CA 90071-2007

Maxwell Laboratories, Inc.
Attn: Dean Charles
8888 Balboa Ave.
San Diego, CA 92123

May Company Services Center
3447 Grand Ave
Los Angeles, CA 90114

McDonnell Douglas Helicopter Co.
Attn: David Cohen
10775 Business Center Drive
Cypress, CA 90630

MCP Foods (Firmenich)
c/o Dorsey & Whitney, P.L.L.P.
Attn: Jeffrey L. Sikkema
650 Town Center Drive, Ste 1930
Costa Mesa, CA 92626-1925

MCP Foods (Borden)
c/o Sidley & Austin
Attn: Judith Praitis
555 West Fifth St., Ste. 4000
Los Angeles, CA 90013

MD Pharmaceutical, Inc.
Attn: Edward Griffith
3130 S. Harbor Blvd., Ste. 320
Santa Ana, CA 92704

Metropolitan Water District (MWD)
Attn: Jeffery T. DeZellar, P.E.
P. O. Box 54153
Los Angeles, CA 90054-0153

Mica Corp.
3530 Hayden Ave.
Culver City, CA 90230

Mica Corp.
8536 National Blvd.
Culver City, CA 90230

Mico West
c/o Sedgewick, Destert, Moran & Arnold
Attn: Jeffrey Smith
801 S. Figueroa St., 18th Floor
Los Angeles, CA 90017-5556

Microelectronic Packaging Inc.
Attn: David Hinkle
9350 Trade Place
San Diego, CA 92126

Montgomery Tank Lines
Attn: Robert Kasak
3108 Central Drive
Plant City, FL 33567

Montgomery Tank Lines
Attn: Robert Kasak
2900 Lynwood Road
Lynwood, CA 90262

National Broadcasting Co.
Attn: Tracy Rich
3000 West Alameda Ave.
Burbank, CA 91523

AT&T Global Info Solutions Co.
Attn: Kimberly Walsh
for NCR Corp./Eng. & Mfg.
101 W. Schantz Ave.
Dayton, OH 45479

NCR Corp./Eng. & Mfg.
16550 West Bernardo Drive
San Diego, CA 92127

OHLINE, Inc.
Attn: Marlo J. Ramos
1930 West 139th Street
Gardena, CA 90249

Pacesetters Systems, Inc.
c/o Siemens Corporation
Attn: Mary Stockel
1301 Ave. of the Americas
New York, NY 10019

Pacific Gas & Electric
Attn: Beverly Z. Alexander, Esq.
P.O. Box 7442
San Francisco, CA 94120

Pacific Gas & Electric
Attn: Victor Furtado
P.O. Box 7640
San Francisco, CA 94120

Pacific Gas & Electric
Attn: John Busterud
P.O. Box 770000, B31A
San Francisco, CA 94177

Pacific Bell
Attn: Irene E. Soto,
Environmental Manager
2600 Camino Ramon, Rm 2E150
San Ramon, CA 94583

Pacific Bell
Attn: Carolyn S. Attkisson, Esq.
2600 Camino Ramon, Rm 2W953
San Ramon, CA 94583

Pacific Telephone and Telegraph
170 North Fair Oaks, #104
Pasadena, CA 91103

Paradise Beacon
5581 Paradise Blvd.
Corte Madera, CA 94925

Para Plate
15910 Shoemaker
Cerritos, CA 90701

Para Plate
3242 East Olympic Blvd.
Los Angeles, CA 90023

Penske Truck Leasing
2901 Sunol Drive
Vernon, CA

Petroleum Testing Services, Inc.
12051 Rivera Road
Santa Fe Springs, CA 90670

Plastic Materials, Inc.
3033 W. Mission Road
Alhambra, CA 91803

Polymer Industries, Inc.
444 Athol Street
San Bernardino, CA 92401

Pope and Talbot
48513 Highway 58
Oakridge, OR 97463

Printed Circuits Unlimited
Attn: Christopher J. Lamb
8786 Industrial Lane
Rancho Cucamonga, CA 91730

Puritan Bennett Corp.
Attn: Beverlee Roper
2200 Faraway Ave.
Carlsbad, CA 92008

Puritan Bennett Corp.
2310 Camino Vida Roble
Carlsbad, CA 92008

Quad Chemical Corp.
c/o Lonza Inc.
Attn: Jim Porvin
20851 South Santa Fe Ave.
P.O. Box 1500
Long Beach, CA 90801

Quality Fabrication, Inc.
Attn: Johnson Boru
21045 Osborne Street
Canoga Park, CA 91304

Raytheon Magnetic Systems Div.
c/o Raytheon Co., Dept. 9210
Attn: Gary R. Cox
6380 Hollister Ave.
Goleta, CA 93117-3197

Reed & Graham, Inc.
Attn: Leonard Lumby
690 Sunol Street, P.O. Box 5940
San Jose, CA 95150

Reichold Chemical, Inc.
c/o Paul, Hastings, Janofsky & Walker
Attn: Keith F. Millhouse
555 S. Flower St., 23rd Floor
Los Angeles, CA 90071

Resinart Corp.
Attn: Gary Uecker
1625 Placentia Ave.
Costa Mesa, CA 92627

Riker Lab, Inc. (3M)
c/o Latham & Watkins
Attn: Michael Feeley
633 W. Fifth St., Ste. 4000
Los Angeles, CA 90071-2007

Robinson Prezioso, Inc.
Attn: George Nichol
10950 Dale Street
Stanton, CA 90680

S & R Sweeps
P.O. Box 2579
Danville, CA 94526

Safety-Kleen Corp.
c/o Latham & Watkins
Attn: Robin Hulshizer
633 W. Fifth St., Ste. 4000
Los Angeles, CA 90071-2007

* Southern California RTD
c/o LA Metro Transit Authority
Attn: Ronald Stamm
818 W. 7th Street, 4th Floor
Los Angeles, CA 90017

Shell Oil Company
Attn: Thomas W. Kearns
One Shell Plaza, Rm 4876
P.O. Box 2463
Houston, TX 77252-2463

Shell Oil Company
for Martinez Mfg. Complex
P.O. Box 711
Martinez, CA 94553

Sierracin Corporation
Attn: Patricia Sprouse
12780 San Fernando Road
Sylmar, CA 91342

Signet Armorlite, Inc.
1001 Armorlite Drive
San Marcos, CA 92069

Rodgers Corp. - Soladyne Div.
Attn: Robert F. Lee
One Technology Drive
Rogers, CT 06263

Rodgers Corp. - Soladyne Div.
7447 Convoy Ct.
San Diego, CA 92111

Southern California Edison
Attn: Dawn L. Wilson
2244 Walnut Grove Avenue
P.O. Box 800
Rosemead, CA 91770

Southern Pacific Transportation Co.
Attn: David W. Long, Esq.
One Market Plaza
San Francisco, CA 94105

Honeywell, Inc.
Attn: Stacy L. Bogart
for Sperry Aerospace & Marine Group
Honeywell Plaza (MN12-8251)
2701 4th Ave. South
Minneapolis, MN 55408-1792

Structural Composites Industries
c/o Taylor-Wharton Gas Equipment
Attn: Frank Henderson
2004 US 92 East
P.O. Drawer "A"
Plant City, FL 33566

Supracote, Inc.
Attn: John Koenig, Environmental Manager
11200 Arrow Route
Rancho Cucamonga, CA 91730-4805

Swedlow, Inc.
Attn: Charles E. Whisonant, Esq.
1201 Dove Street, Ste 370
Newport Beach, CA 92660

Swedlow, Inc.
12122 South Western Avenue
Garden Grove, CA 92642

Teledyne, Inc.
Attn: Marney Buchanan, Esq.
1901 Avenue of the Stars, Ste 1800
Los Angeles, CA 90067-6046

Texaco Research Lab
c/o Texaco, Inc.
Attn: Gordon Turl
10 Universal City Plaza, Room 710
Universal City, CA 91608-1097

Todd Pacific Shipyards
Attn: Allen Rainsberger
1801 16th Ave., SW
Seattle, WA 98124

Transamerican Plastics Corp.
Attn: Shashank Patel
5601 East Santa Ana Street
Ontario, CA 91761

Treasure Chest Advertising, Inc.
Attn: Harry Jones
3440 Brownsmill Road, SE
Atlanta, GA 30354

Chem Tech Systems
Attn: Jaqualyn D. Forrest
for Triple J. Pacification Facility
3650 East 26th Street
Los Angeles, CA 90023

Troy Lighting, Inc. - Tiffany Div.
16815 Johnson Drive
City of Industry, CA 91744

Troy Lighting, Inc. - Tiffany Div.
14625 East Clark Avenue
City of Industry, CA 91746

Tubing Seal & Cap
Attn: John A. Draxler
601 South Vincent Ave.
Azusa, CA 91702

Unocal Corporation-Santa Maria Refinery
Attn: Rajeev Sane
1201 West 5th Street
Los Angeles, CA 90051

United Parcel Services
c/o Morrison & Foerster
Attn: Kimberly Bick
19900 MacArthur Blvd.
Irvine, CA 92715-2443

Universal City Studios, Inc.
c/o Gilchrist & Rutter
Attn: Donald Nanney
1299 Ocean Ave., Ste. 900
Santa Monica, CA 90401

University of California -
Irvine, Los Angeles, San Diego
c/o Regents of University of California
Office of General Counsel
Attn: Elyse Axell
300 Lakeside Drive, 7th Floor
Oakland, CA 94612-3565

Urethane Industries
550 W. Crowther Avenue
Placentia, CA 92670

Van Waters & Rogers
Attn: Allan Bakalian
6100 Carillon Point
Kirkland, WA 98033

Velie Circuits, Inc.
1267 Logan Avenue
Costa Mesa, CA 92626

Ventura Towne House
Attn: Frank J. Drabickas
4900 Telegraph Road
Ventura, CA 93003

W & B Marketing-Alumiframe
Attn: Ken Klein
12730 Raymar Street
North Hollywood, CA 91605

Walt Disney Co.
Attn: Robert A. Antonoplis
500 South Buena Vista Street
Burbank, CA 91521

Weber Aircraft
c/o Thelen, Marrin, Johnson & Bridges
Attn: Shea Lukacsko
333 South Grand Ave., Ste. 3400
Los Angeles, CA 90071

Western Metal Decorating Co.
Attn: Scott Brotzman
8875 Industrial Lane
Rancho Cucamonga, CA 91730

Whittier City Yard
Attn: Tom Mauk
13230 Penn Street
Whittier, CA 90602

APPENDIX B

**OMEGA CHEMICAL CORPORATION
AND
DENNIS O'MEARA**


Omega Chemical Corporation
12504 East Whittier Blvd.
Whittier, CA 90602

Dennis O'Meara
12504 East Whittier Blvd.
Whittier, CA 90602

APPENDIX C

INDEX TO THE ADMINISTRATIVE RECORD

"APPENDIX C"
Omega Chemical Corporation
Superfund Removal Site
ADMINISTRATIVE RECORD CUMULATIVE INDEX
IN CHRONOLOGICAL ORDER

DATE yy/mm/dd	AR #	AUTHOR	ADDRESSEE	SUBJECT
81/06/29	AR 0	Leon Director 	Clyde Haight City of Whittier	Ltr: Industrial wastewater discharge permit #8513, 1981 & 1987 amendments & analysis, w/attchs & TL to K Lawrence fr D O'Meara 2/8/95 (faxed 2/8/95)
81/10/06	AR 0	Harvey Collins CA Dept of Health Services	Omega Chemical Corp	Interim status document (attach A)
85/06/26	AR 0	Brian Villalobos LeRoy Crandall & Assoc	Steve Simpson Omega Chemical Corp	Ltr: Investigation of subsurface soil contamination at tank farm at site, w/map, boring log & sampling & analysis data (attach A)
87/08/26	AR 0	David Lloyd Leighton & Assoc, Inc	Darling, Wold & Agee	Ltr: Results of lab analysis performed on soil samples collected after removal of underground tank on Fred R Rippey Trust property, w/maps, apps A & B
87/10/08	AR 0	Dennis O'Meara Omega Chemical Corp	Environmental Protection Agency - Region 9	Hazardous waste permit applications, w/supplements
88/02/02	AR 0	Charles Keller Environmental Research & Technology, Inc	Michael Ashby Thomson & Nelson	Ltr: Rpt on soil vapor survey of Fred R Rippey Trust real property, w/maps & soil gas survey results (draft)
88/10/00	AR 0	Paul Miller ENSR Consulting & Engineering	Thomson & Nelson	Rpt on site assessment investigations
91/10/03	AR 0	Jeff Zelikson Environmental Protection Agency - Region 9	Omega Chemical Corp	Administrative order on consent in matter of Omega Chemical Corporation, respondent, w/table of contents & attchs 1-5
92/01/01	AR 0	CA Environmental Protection Agency - Dept of Toxic Substances Control		List of generators with contributions more than 10 tons between 1/1/88 & 1/1/92, w/TL to J Jares fr S Amirebrahimi 2/2/95 (faxed 2/2/95)
92/01/05	AR 0	Dennis O'Meara Omega Chemical Corp	Environmental Protection Agency - Region 9	Interim measures workplan, w/inspection plan of 10/29/90
93/08/07	AR 0	Craig Benson Ecology & Environment, Inc	William Lewis Environmental Protection Agency - Region 9	Site assessment, w/post it TL to R Martyn 1/18/95 & funding justification for site removal action activities (faxed 1/18/95) (redacted, FOIA ex 4)
94/10/25	AR 0	Omega Chemical Corp		Meeting of generators, 10/25/94

"APPENDIX C"
Omega Chemical Corporation
Superfund Removal Site
ADMINISTRATIVE RECORD CUMULATIVE INDEX
IN CHRONOLOGICAL ORDER

DATE yy/mm/dd	AR #	AUTHOR	ADDRESSEE	SUBJECT
94/12/05	AR 0	Ernest Williams CA Superior Court	Omega Chemical Corp	Findings of fact, conclusions of law, judgment re contempt, people of State of CA v Omega Chemical Corporation & Dennis O'Heara (faxed 2/1/95)
95/01/19	AR 0	Randy Randall Ecology & Environment, Inc		Description sheet, w/20 2x2 color slides (labeled)
95/01/30	AR 0	Nancy Kadel Environmental Protection Agency - Region 9	Dennis O'Heara Omega Chemical Corp	Ltr: Site visit 1/19/95 shows conditions in violation of consent order signed 10/3/91, send inspection records, w/o cert mail receipt #P424-454-429
95/01/31	AR 0	Micromedex, Inc		Databank information re polymethylene polyphenyl isocyanate
95/02/01	AR 0	Omega Chemical Corp		Attendance list for potentially responsible party (PRP) group meeting
95/02/01	AR 0	Omega Chemical Corp		Agenda for potentially responsible party (PRP) committee meeting
95/02/02	AR 0	Judith Prattis Sidley & Austin	Nancy Long CA Dept of Health Services - Toxic Substances Control Div	Ltr: Steering committee response & developments to 2/1/95 meeting re site, w/TL to J Jaros fr D O'Heara & fax confirmation sheet (faxed)
95/02/07	AR 0	International Technology Corp		Site stabilization workplan, w/TL to K Lawrence fr D O'Heara (faxed)
95/02/08	AR 0	International Technology Corp	Omega Chemical Corp	Corrected workplan for drum storage stabilization & 2 pp for health & safety plan, w/TL to K Lawrence fr J Stapleton
95/02/08	AR 0	International Technology Corp	Omega Chemical Corp	Revisions to workplan & health & safety plan, w/TL to K Lawrence fr L Chase & marginalia (faxed)
95/02/08	AR 0	M Schwennesen Ecology & Environment, Inc	Kathryn Lawrence Environmental Protection Agency - Region 9	Memo: Review of drum storage stabilization health & safety plan (faxed)
95/02/08	AR 0	International Technology Corp		Corrected workplan, w/TL to K Lawrence fr J Stapleton (faxed)
95/02/08	AR 0	Ecology & Environment,		Site-specific info fr generic health & safety

"APPENDIX C"
Omega Chemical Corporation
Superfund Removal Site
ADMINISTRATIVE RECORD CUMULATIVE INDEX
IN CHRONOLOGICAL ORDER

DATE yy/mm/dd	AR #	AUTHOR	ADDRESSEE	SUBJECT
		Inc		plan & section 13-blank site-specific health & safety plan summary, w/TL to K Lawrence fr M Soft (faxed)
95/02/08	AR 0	Kathryn Lawrence Environmental Protection Agency - Region 9	Dennis O'Meara Omega Chemical Corp	Ltr: Review of workplan submitted 2/8/95 for stabilization work, issues not addressed, w/marginalia
95/02/08	AR 0	Kathryn Lawrence Environmental Protection Agency - Region 9	Dennis O'Meara Omega Chemical Corp	Ltr: Review of revised draft workplan & health & safety plan sections submitted 2/8/95, issues not addressed, revise & resubmit by 2/8/95
95/02/08	AR 0	Kathryn Lawrence Environmental Protection Agency - Region 9	Dennis O'Meara Omega Chemical Corp	Ltr: Review & acceptance of revised final workplan & health & safety plan section IT Corp submitted 2/8/95, w/stipulation agreement signature page
95/02/08	AR 0	Dennis O'Meara Omega Chemical Corp	Kathryn Lawrence Environmental Protection Agency - Region 9	Ltr: Omega has on-site personnel to maintain security & integrity of site on 24-hour basis 7 days a week & will respond to emergency (faxed)
95/02/09	AR 0	Kathryn Lawrence Environmental Protection Agency - Region 9	Dennis O'Meara Omega Chemical Corp	Ltr: Revisions need to be made to health & safety practices, not received revisions & workplan due 2/10/95, w/stipulations agreement signature page
95/02/09	AR 0	Kathleen Yokota CA Dept of Health Services - Toxic Substances Control Div	Sayareh Amirebrahimi CA Dept of Health Services - Toxic Substances Control Div	Memo: Review of health & safety plan, w/TL to K Lawrence fr K Yokota & attchs (draft) (faxed)
95/02/09	AR 0	Nancy Nadal Environmental Protection Agency - Region 9	Dennis O'Meara Omega Chemical Corp	Ltr: Financial assurance for compliance with order, 1/95 rpt due in 10 days of receipt this ltr, w/p 33 of order & w/o cert mail receipt #P389-856-104
95/02/17	AR 0	Dennis O'Meara Omega Chemical Corp	Sayareh Amirebrahimi CA Dept of Health Services - Toxic Substances Control Div	Ltr: Transportation workplan, requests meeting
95/02/17	AR 0	Dennis O'Meara Omega Chemical Corp	Sayareh Amirebrahimi CA Dept of Health Services - Toxic Substances Control Div	Ltr: Transportation workplan - schedule of removal activities, w/TL to R Martyn fr D O'Meara (faxed)
95/02/17	AR 0	Judith Praetis	Nancy Long	Ltr: Comments on draft consent order circulated

"APPENDIX C"
Omega Chemical Corporation
Superfund Removal Site
ADMINISTRATIVE RECORD CUMULATIVE INDEX
IN CHRONOLOGICAL ORDER

DATE yy/mm/dd	AR #	AUTHOR	ADDRESSEE	SUBJECT
		Sidley & Austin	CA Dept of Health Services - Toxic Substances Control Div	2/1/95, w/o encl
95/02/22	AR 0	Dennis O'Meara Omega Chemical Corp	Sayareh Amirebrahimi CA Dept of Health Services - Toxic Substances Control Div	Ltr: Transportation workplan - interim remedial action workplan will be submitted by 3/3/95, w/TL to R Martyn fr D O'Meara (faxed)
95/03/02	AR 0	Daniel Coffey Daniel Wayne Coffey, Attorney at Law	Nancy Long CA Dept of Health Services - Toxic Substances Control Div	Ltr: Request concerning consent agreement, discussion with PRP group, & EPA access to site (faxed 3/3/95)
95/03/03	AR 0	Dennis O'Meara Omega Chemical Corp	Sayareh Amirebrahimi CA Dept of Health Services - Toxic Substances Control Div	Ltr: Interim removal action plan, w/o atch
95/03/03	AR 0	International Technology Corp	Dennis O'Meara Omega Chemical Corp	Interim measures removal action workplan (draft)
95/03/06	AR 0	M Schwennesen Ecology & Environment, Inc	William Lewis Environmental Protection Agency - Region 9	Site assessment rpt, w/photos & attendees of 2/1/95 meeting
95/03/06	AR 0	Dennis O'Meara Omega Chemical Corp	Richard Martyn Environmental Protection Agency - Region 9	Ltr: Submitted workplan for removal of drums & equipment to you & Department of Toxic Substances Control, w/TL to R Martyn fr D O'Meara (faxed)
95/03/07	AR 0		Richard Martyn Environmental Protection Agency - Region 9	Handwritten note re EPA codes have been checked & are acceptable, w/HAZCAT list of codes per each drum (faxed)
95/03/10	AR 0	Ecology & Environment, Inc		HAZCAT info of partial inventory obtained in process of IT Corp drum overpacking, w/TL to R Martyn fr M Schwennesen (faxed)
95/03/22	AR 0	Daniel Coffey Daniel Wayne Coffey, Attorney at Law	Janet Carlson Environmental Protection Agency - Region 9	Ltr: Questions re interim measures & removal action workplan 3/3/95, clarification of points, w/TL to J Carlson & N Hadel fr D Coffey (faxed 3/23/95)
95/03/22	AR 0	Janet Carlson Environmental Protection Agency - Region 9	Daniel Coffey Daniel Wayne Coffey, Attorney at Law	Ltr: Interim measures & removal action workplan of 3/3/95 fails to properly carry out drum removal action, options for cleanup, w/attchs

"APPENDIX C"
Omega Chemical Corporation
Superfund Removal Site
ADMINISTRATIVE RECORD CUMULATIVE INDEX
IN CHRONOLOGICAL ORDER

DATE yy/mm/dd	AR #	AUTHOR	ADDRESSEE	SUBJECT
95/03/29	AR 0	Hamid Saebfar CA Dept of Health Services - Toxic Substances Control Div	Donald White Environmental Protection Agency - Region 9	Ltr: Site referral fr CA Department of Toxic Substances Control to US EPA
95/04/05	AR 0	Janet Carlson Environmental Protection Agency - Region 9	Daniel Coffey Daniel Wayne Coffey, Attorney at Law	Ltr: EPA will take over primary responsibility for removal action fr CA Department of Toxic Substances Control, request for access, w/access agreement
95/04/28	AR 0	Sandy Farber Environmental Protection Agency - Region 9		Memo: Other documents considered or relied upon for site administrative record
95/04/28	AR 0	Environmental Protection Agency - Region 9		List of US EPA guidance documents consulted during development & selection of response action for site

No. of Records:49
\arfincm2.rpt

1 IN THE MATTER OF:) FIRST AMENDMENT TO
 2) ADMINISTRATIVE ORDER
 3) 95-15
 4 Omega Chemical Corporation) PURSUANT TO SECTION 106
 5 12504 & 12512 E. Whittier Blvd.) OF THE COMPREHENSIVE
 6 Whittier, CA 90602) ENVIRONMENTAL RESPONSE
 7) COMPENSATION AND
 8) LIABILITY ACT OF 1980
 9) as amended, 42 U.S.C.
 10) Section 9606(a)
 11 RESPONDENTS:)
 12)
 13 Listed in Appendices A & B)
 14)
 15)
 16)
 17)
 18)
 19)
 20)
 21)
 22)
 23)

24 FIRST AMENDMENT

25 WHEREAS, on May 9, 1995, the U.S. Environmental
 26 Protection Agency (EPA) issued Administrative Order No. 95-15
 27 ("Order") (Attachment 1) regarding the Omega Chemical Corporation
 28 Site located at 12504 E. Whittier Boulevard, Whittier, California
 29 ("Site"). EPA issued the Order to parties who sent greater than
 30 ten (10) tons of hazardous waste to the Site according to
 31 California Department of Toxic Substances Control's ("DTSC")
 32 computer database of hazardous waste manifest information for
 33 1988-1992. The Order required the named Respondents to undertake
 34 and complete removal activities to abate an imminent and
 35 substantial endangerment to the public health and welfare or the
 36 environment that may be presented by the actual or threatened
 37 release of hazardous substances at or from the Site.

38 WHEREAS, approximately 115 Respondents ("Participating
 39 Respondents") have expressed their intent to comply with Phase I
 40 of the Order as required by Paragraph 17 of the Order.

41 WHEREAS, Respondents are required to express their

1 intent to comply with Phase II of the Work and submit the Phase
2 II Work Plan by September 1, 1995 under the Order. The
3 Participating Respondents have requested an extension of time for
4 these requirements under the Order.

5 WHEREAS, on June 27, 1995, the Participating
6 Respondents initiated the Phase I removal activities at the Site.
7 Through these activities, they have confirmed the existence of
8 actual and threatened releases of hazardous substances into the
9 environment at the Site. Sampling and analysis of the drums at
10 the Site revealed the presence of hazardous substances, including
11 characteristic hazardous waste, chlorinated hydrocarbons,
12 pesticides, acids, organic peroxides (which are explosive),
13 calcium carbide, HF acid and diethyl ether.

14 WHEREAS, during the course of drum removal activities,
15 the Participating Respondents uncovered additional evidence of
16 potential releases of hazardous substances to the environment at
17 the Site. The drums at the Site were stored on wooden pallets
18 placed on a concrete pad. Removal of the drums has exposed
19 corrosion and cracks in the concrete pad beneath the drums --
20 some of which were observed leaking as recently as July 25, 1995
21 -- creating a potential for further releases of hazardous
22 substances into the underlying soil and groundwater at the Site.

23 WHEREAS Participating Respondents have confirmed the
24 presence of hazardous substances in surface water at the Site.
25 On July 29, 1995, they sampled a pool of approximately 1000
26 gallons of discolored surface water located near a loading dock
27 at the Site. The sampling results indicated the presence of
28 hazardous substances, including dichloroethylene,
29 trichloroethylene, and tetrachloroethylene. Consequently, the
30 Participating Respondents removed the water on July 13, 1995.

31 WHEREAS, Participating Respondents have confirmed that
32 cylinders in the warehouse contain hazardous substances including
33 waste CFCs, trichlorofluoromethane, dichlorodifluoromethane,
34 trichlorotrifluoroethane, ethene, ethane, isobutane and propene.

35 WHEREAS, Participating Respondents have confirmed the
36 presence of hazardous waste exhibiting the characteristics of
37 ignitability and corrosivity in the drums in the warehouse.
38 Furthermore, the labels on the warehouse drums state that the
39 containers contain various percentages of hazardous substances
40 including R-11 (trichloromonofluoromethane), methylene chloride,
41 R-113 (trichlorotrifluoroethane), trichloroethane,
42 trichloroethylene and perchloroethylene.

43 WHEREAS, Participating Respondents have confirmed the
44 presence of hazardous substances in the sludge of five 5,000
45 gallon tanks. Sampling and analysis revealed hazardous
46 substances including lead, cadmium, mercury, 2-butanone,

1 methylene chloride, tetrachloroethane, toluene, 1,1,1-
2 trichloroethane, xylenes, 1,2-dichlorobenzene and other
3 substances.

4 WHEREAS on July 31, 1995, EPA received additional
5 manifest database information from DTSC regarding hazardous waste
6 sent to the Omega Chemical during the years 1981-1988 and added
7 this information to the pre-1988 manifest database. Based on the
8 combined 1981-1992 database, EPA has identified additional
9 parties that sent greater than 10 tons of hazardous waste to the
10 Site. These newly identified parties are listed in Attachment 2.

11 WHEREAS, EPA has learned that the address of the
12 administrative building at the Site is 12512 E. Whittier Blvd.,
13 Whittier, CA 90602. This administrative building is included in
14 the description of the Site in Administrative Order 95-15.

15 THEREFORE Administrative Order 95-15 is hereby amended as
16 follows:

17 CAPTION AND APPENDIX A

18 1. Appendix A (List of Respondents to Administrative Order
19 95-15) is amended to add the entities identified in Attachment 2.

20 2. Appendix B is amended to add Omega Refrigerant
21 Reclamation located at 12504 Whittier Blvd., Whittier, California
22 90602.

23 FINDINGS OF FACT

24 1. Site Description/Location: The first sentence (Page 2,
25 Lines 26 and 27) are replaced with the following:

26 The Omega Chemical Corporation Site is located at 12504
27 and 12512 E. Whittier Blvd., Whittier, California.

28 2. Respondents: The following paragraph is added to this
29 section:

30 Respondent Omega Refrigerant Reclamation is a
31 corporation incorporated under the laws of California. Omega
32 Refrigerant Reclamation owns equipment at the Site.

33 2. Respondents: page 4, lines 1-7 are deleted and replaced
34 with the following:

35 The Respondents listed in Appendix A arranged for
36 disposal or treatment, or arranged with a transporter for
37 transport for disposal or treatment of greater than ten (10) tons
38 of hazardous waste to the Site according to California Department

1 of Toxic Substances Control's ("DTSC") computer database of
2 hazardous waste manifest information for 1981-1992.

3 4. Page 6, lines 16-36 are deleted.

4 CONCLUSIONS OF LAW

5 9. page 8: The following sentence is added to paragraph 9:

6 Respondent Omega Refrigerant Reclamation is an owner or
7 operator of the Site as defined by Section 101(20) of CERCLA, 42
8 U.S.C. Section 9601(20) and owned or operated the Site within the
9 meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. Section
10 107(a)(2).

11 12. Page 8: This paragraph 12 is deleted and replaced with
12 the following:

13 Trichlorofluoromethane, dichlorodifluoromethane,
14 trichlorotrifluoroethane, ethene, ethane, isobutane, propene,
15 dichloroethylene, trichloroethylene, tetrachloroethylene
16 lead, cadmium, mercury, 2-butanone, methylene chloride,
17 tetrachloroethane, toluene, 1,1,1-trichloroethane, xylenes, 1,2-
18 dichlorobenzene, pesticides, acids, organic peroxides, calcium
19 carbide, HF acid and diethyl ether are hazardous substances as
20 defined by Section 101(14) of CERCLA, 42 U.S.C. Section 9601(14),
21 and Section 302.4 of the National Contingency Plan (NCP), 40 CFR
22 Part 300.

23 13. Page 8: This paragraph 13 is deleted and replaced with
24 the following:

25 The presence of characteristic hazardous waste, chlorinated
26 hydrocarbons, pesticides, acids, organic peroxides, calcium
27 carbide, HF acid and diethyl ether in the drums, some of which
28 were leaking, and the presence of methylene chloride,
29 tetrachloroethylene, trichloroethylene, 1,1-dichloroethylene and
30 1,1,1-trichloroethane in the surface water, soil and groundwater
31 at the Site constitutes an actual or threatened "release" as that
32 term is defined in Section 101(22) of CERCLA, 42 U.S.C. Section
33 9601(22).

34 DETERMINATIONS

35 16.c. Actual or potential contamination of drinking water
36 supplies:

37 The following sentences are added to this paragraph 16.c.:

38 Corrosion and cracks in the concrete pad beneath the drums -
39 - some of which were observed leaking as recently as July 25,
40 1995 -- create a potential for further releases of hazardous
41 substances into the underlying soil and groundwater at the Site.

1 Sampling results of a pool of approximately 1000 gallons of
2 discolored surface water located near a loading dock at the site
3 revealed the presence of hazardous substances, including
4 dichloroethylene, trichloroethylene, and tetrachloroethylene.
5 The direct contact between the liquid containing hazardous
6 substances with the soil provides a further pathway to soil and
7 groundwater contamination.

8 16.f. High levels of hazardous substance or pollutants or
9 contaminants in soils at or near the surface, that may migrate

10 The following sentences are added to Paragraph 16.f.

11 Corrosion and cracks in the concrete pad beneath the drums -
12 - some of which were observed leaking as recently as July 25,
13 1995 -- create a potential for further releases of hazardous
14 substances into the underlying soil and groundwater at the Site.

15 Sampling results of a pool of approximately 1000 gallons of
16 discolored surface water located near a loading dock at the site
17 revealed the presence of hazardous substances, including
18 dichloroethylene, trichloroethylene, and tetrachloroethylene.
19 The direct contact between the liquid containing hazardous
20 substances with the soil provides a further pathway to soil and
21 groundwater contamination.

22 ORDER

23 17. The second sentence (page 11, lines 10-12) of paragraph
24 17 is replaced with the following sentence:

25 "Respondents shall notify EPA in writing by September 18,
26 1995 stating their unequivocal and irrevocable intent to comply
27 with the removal activities set forth in paragraphs 21(h-i)
28 ("Phase II Work") of this Order."

29 18. The second sentence (page 11, lines 20-22) of paragraph
30 18 is replaced with the following sentence:

31 "Respondents shall submit a Phase II Work Plan for the
32 activities set forth in Paragraph 21(h-i) by September 18, 1995.

33 ADMINISTRATIVE RECORD

34 46. The last sentence (page 17, line 14 is replaced with
35 this sentence).

36 The Index to the Administrative Record is enclosed with the
37 Order. (Attachment 3)

1 PARTICIPATION AND COOPERATION

2 Paragraph 54 is hereby added to the Order:

3 54. To the extent that any other person or persons
4 ("Performing parties") are performing or have stated an intent to
5 perform any requirement of this Order, Respondents shall make
6 best efforts to coordinate with the performing parties. Best
7 efforts to coordinate shall include at a minimum:

8 a) Communication in writing within three (3)
9 business days of the effective date of the Amendment to the Order
10 to any performing parties as to the desire to comply with this
11 Order and to participate in the performance of the work or in
12 lieu of performance to pay for the performance of the Work;

13 b) Submission to the Performing Parties within
14 three (3) days of the effective date of the Amendment to this
15 Order of a good-faith offer to perform the Work, in whole or in
16 part, or in lieu of performance to pay for the Work, in whole or
17 in part;

18 c) Engaging in good-faith negotiations with any
19 performing parties to perform or in lieu of performance to pay
20 for the Work required by this Order if such performing parties
21 refuses the first offer;

22 d) To the extent that any other person or
23 persons ("Performing Parties") are performing or have stated an
24 intent to perform any requirement of this Order, Respondents
25 shall make best efforts to participate in the performance of the
26 Work with the performing parties. Best efforts to participate
27 shall include, in addition to the requirements set out in above,
28 at a minimum:

29 1) performance of the Work as agreed by any
30 Respondent and the performing parties to be undertaken by any
31 Respondent; and

32 2) payment of all amounts as agreed by
33 Respondent and the performing parties to be paid by Respondent
34 if, in lieu of performance, Respondent has offered to pay for the
35 Work required by this Order, in whole or in part.

36 e) Each Respondent shall notify EPA in writing
37 within five (5) days of receipt of this Order of its intent to
38 comply with the Order and shall specify Respondent's proposed
39 manner of compliance with the Order. In addition, each

1 Respondent shall notify EPA in writing within 3 days of the
2 rejection, if any, by any performing parties of Respondent's
3 offer to perform or, in lieu of performance, to pay for the Work.

4 f) The undertaking or completion of any
5 requirement of this Order by any other person, with or without
6 the participation of a Respondent, shall not relieve any
7 Respondent of its obligation to perform each and every other
8 requirement of this Order.

9 g) Any failure to perform, in whole or in part,
10 any requirement of this Order by any other person with whom a
11 Respondent is coordinating or participating in the performance of
12 such requirement shall not relieve any Respondent of its
13 obligation to perform each and every requirement of this Order.

14 Submission of Documents - On request of EPA and subject to
15 any claims of applicable privilege(s), Respondents shall submit
16 to EPA all documents in its possession, custody, or control
17 relating to (1) offers to any performing parties to perform or to
18 pay for, or (2) performance of or payment for, the Work required
19 by this Order in conjunction with any performing parties.

20 OPPORTUNITY TO CONFER

21 With respect to the actions required by Administrative Order
22 95-15 and this Amendment, the Respondents in Attachment 2 may
23 have a conference with EPA at 10:00 am, September 11, 1995 at the
24 following location:

25 U.S. EPA Superfund Records Center Conference Room
26 95 Hawthorne Street
27 Suite 403 South
28 San Francisco, CA 94105-3901
29 Telephone (415) 536-2000

30 Respondents may appear in person or be represented by an attorney
31 or other representative. Respondents may present any information
32 regarding this Order. Regardless of whether a conference is
33 held, Respondents may submit any information, arguments or
34 comments in writing to EPA within 2 business days following the
35 conference. This conference is not an evidentiary hearing, does
36 not constitute a proceeding to challenge this Order, and does not
37 give Respondents a right to seek review of this Order.

38 EFFECTIVE DATE

39 The effective date of this Amendment 1 to the Order is September
40 12, 1995.

1
2 THIS AMENDMENT TO ADMINISTRATIVE ORDER 95-15 IS ISSUED on this ____
3 ____ day of _____, 1995.

4 UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

5 By: Keiju A. Taka
6 Jeff Zelikson, Director
7 Hazardous Waste Management Division
8 United States Environmental Protection Agency
9 Region IX

10 Contacts:

11 Richard Martyn
12 On Scene Coordinator
13 Emergency Response Section (H-8-3)
14 United States Environmental Protection Agency
15 75 Hawthorne Street
16 San Francisco, CA 94105
17 (415) 744-2288

18 Bill Weis
19 Enforcement Officer
20 Removal Response Section (H-8-4)
21 United States Environmental Protection Agency
22 75 Hawthorne Street
23 San Francisco, CA 94105
24 (415) 744-2338

25 Janet R. Carlson
26 Assistant Regional Counsel (RC-3-4)
27 Office of Regional Counsel
28 United States Environmental Protection Agency
29 75 Hawthorne Street
30 San Francisco, CA 94105
31 (415) 744-1395
32

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPENDIX F
Payment Schedules

APPENDIX F

PAYMENT SCHEDULES

Huntington Park Rubber Stamp Company

One-half paid on October 9, 1999, and the remainder will be paid in monthly intervals on a schedule to be agreed upon.

Jan-Kens Enameling Co., Inc.

Monthly payments of \$5,344.55 made over twenty-four months (payments started in October 1999).